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Former Staten Islander making name for himself as DJ

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By Jamie Lee
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STATEN ISLAND, NY - ELTINGVILLE -- Most people use their off days for rest and relaxation, but Chris Barrett turns things up a notch.

Monday through Friday, the former Eltingville resident crunches numbers and files forms as a merger and acquisitions agent at Pricewaterhouse Coopers' Manhattan office.

Once the weekend hits, Barrett hangs up his suit and tie in his New Jersey home and heads for the club scene, where he has made quite a name for himself.

Better known in the music world as DJ Chris Asta, the 25-year-old works the turntables and pumps out house-style tunes at some of the hottest night clubs around.

"Once the weekend hits, it's on," said the soft-spoken Barrett of his high-volume performances.

This weekend, he'll be grabbing a red-eye flight into Miami to headline at two major venues, Nocturnal and Nikki Beach.

There, the clubs will have the headphones waiting for Barrett, who just needs to show up and start spinning - a far cry from his humble beginnings.

"I've loved house music since I was 11-years-old," he recalled. "Something about it just pulled me in."

It wasn't long before Barrett was stringing together two turntables, one from his parents and one from his grandparents, with a \$35 mixer he had purchased.



Advance file photo
Former Eltingville resident Chris Barrett is better know in music world as DJ Chris Asta.



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The results were immediate.

"I know nothing about music, but even I could tell that he was talented right away," said his mother, Lori Barrett. "It was just something you could see immediately."

It wasn't long after that Barrett began playing out seriously - gigs at Great Kills Little League parties.

"I can still remember his father loading up the Windstar with equipment and helping him lug it up the steps to go play," his mom said. "We always supported him with whatever he did."

Barrett honed his craft locally while attending St. Joseph by-the-Sea High School, spinning for Island teen nights at clubs like the Caves, Wave and Cylo.

"That's when I branched out into Manhattan," Barrett said.

Places like Limelight, Exit, Soundfactory and Avalon were clamoring for the talented teen to perform.

He kept at it while studying at Baruch College in Manhattan, but eventually realized that this was his true calling.

Barrett enrolled at the city's School of Audio Engineering and took a one-year intensive class that centered around music production.

Soon, he found himself performing alongside other notables like Kim Sozzi and Rayna. But it wasn't until a 2005 bash at Avalon that he knew he had really made it.

"There were about 2,000 people there," he said of the event, which was thrown in honor of his 22nd birthday. "The DJ booth there was built overlooking the entire dance floor, and the vibe and energy was just something I had never experienced before."

The flashing lights and throngs of dancers moving in sync with the flick of his wrists and snap of his fingers, Barrett was at home.

His musical aspirations garnered him international acclaim, like a gig in the Bahamas, and even earned him a tour with a rock star.

"I went on tour with Tommy Lee in the summer of 2007," said Barrett, who played shows in New York, New Jersey and Boston on the trip. "He's a cool dude who loves to party. He really lives like a rock star."

Despite a recent showing at Bliss in New Jersey and talks of a Labor Day weekend show in the Dominican Republic, Barrett says the sputtering economy has taken a toll on the live entertainment portion of night life.

"I've slowed down with DJing because of the economy," he said. "There are a few gigs here and there, but I've really focused on production right now."

To date, Barrett has released six albums to increasing popularity.

Signed to So Deep Records, his latest is entitled "CAAS," a collaboration with fellow DJ, Aldo Sanchez.


A single from it, "Release Yourself," was featured by world-renowned DJ Roger Sanchez on his global mix show.

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
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"It's a different atmosphere, producing records," admitted Barrett. "It isn't the same rush, but you're actually sitting in the studio making a song from scratch. And to have a song featured worldwide is a rush."

Barrett's Web site is www.myspace.com/chrisastamusic, and his albums are available at www.beatport.com.

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Exhibit 22

AGREEMENT

This Agreement (the "Agreement") is made and entered into as of 7 day of MARCH 2011, by and between the State Fair Event Management (SFEM), a New Jersey corporation having executive offices located at 229 Main Street, Belleville, New Jersey 07109 (State Fair) and Juice Entertainment, LLC a New Jersey Corp with offices at 471 N. Midland Ave Saddle Brook, NJ 07663. (Juice)

WITNESSETH:

Whereas State Fair conducts an event known as State Fair at the Meadowlands Fair Grounds, East Rutherford, New Jersey by reason of an exclusive contract with the New Jersey Sports and Exposition Authority(The Authority); and

Whereas, State Fair sought proposals from third parties for the production of concert events in the designated special event area of the fair; and

Whereas Juice and Entity with experience in producing such events; and submitted a proposal to State Fair for the production of such concert event.

Whereas State Fair accepted Juice's proposal for the production of such events, subject to the execution of a definitive agreement by the parties setting forth mutually acceptable terms and conditions upon which Juice will produce such events; and

Whereas the State Fair and Juice desire to enter into this Agreement which sets forth the mutually acceptable terms and conditions upon which Juice will produce such events

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Grant of the right to produce concerts

- (a) Subject to the terms and conditions of this agreement State Fair grants Juice the exclusive right to broker stage and promote an electric dance event to include DJ and live acts with musical genre to include House, Techno, Trance, and any sub genre of electric dance. In the designated special event area of the fair. For 2 days on the first Saturday and Sunday of the fair for 4 consecutive years commencing in 2011 with an additional 5 year option (provided State Fairs contract is renewed with The Authority).
- (b) The Fair for 2011 shall commence on June 24th and end of July 10, 2011.
The Electric Dance Event for 2011 shall be held June 25 and June 26, 2011.
The hours of operation for these days shall be 2pm to 2am. Entertainment shall not commence prior to 2pm and must end no later than 1:30 am.
- (c) State Fair also grants Juice the exclusive right to broker, stage and promote concerts events in the designated special event area of the fair and will diligently work towards producing top talent for the duration of the fair.
- (d) State Fair shall supply designated concert space to hold at least ^{24,000}~~30,000~~ attendees per day. C.B. (AT:01)
- (e) The admission fee for such event shall be at the sole discretion of Juice. This fee may be increased or decreased at the sole discretion of Juice.

All acts are subject to the approval of State Fair.

Section 2. Permitted Occupation of Special Event Area. The State Fair acknowledges that a minimum of seventy-two (72) hours is required for (i) the installation of equipment and preparation of the Licensed Area for the event in any particular year and (ii) the dismantling and removal of equipment and clean-up of the Licensed Area upon completion of the Event in any particular year. Accordingly, for each year in which Juice is producing the Event pursuant to this Agreement and subject to the reasonable approval of State Fair, Juice and its subcontractors, shall be entitled to occupy the Licensed Area for a period commencing seventy-two (72) hours prior to the commencement of the Event in such year and ending seventy-two (72) hours following the completion of the Event in such year; provided that, the occupation of the Licensed Area is solely for purposes related to the production of the event (including the preparation for and clean-up of the Event).

Section 3. Financial Terms.

- (a) For purposes of the Agreement, the term (i) "Electric Dance Net Revenue s" shall mean, with respect to the Event for a particular year, all revenue generated by Juice from Revenue Generating Activities) less the applicable New Jersey sales tax for all ticket and other sales (which sales tax is currently seven percent (7%)) and all reasonable and verifiable out-of-pocket costs (the Event Expenses) (including, without limitation, to cost of paying artists, bands and other acts to perform and "State Fair Reimbursable Expenses" with respect to all Revenue Generating Activities, (ii) The "Revenue Sharing Formula" shall be defined as the balance remaining (the "Net Proceeds") after deducting Juice Expenses and State Fair Reimbursable Expenses from the Event Net Revenues; Net Proceeds shall be split as follows: 2011- 100% of net proceeds to Juice, 2012- 93% to Juice 7% State Fair, 2013-2014 90% Juice and 10% to State Fair(iii) "Minimum Payment" shall mean 9.00 per ticket sold for the Event: the Minimum Payment for any Event is in addition to the payment of the State Fair Reimbursable Expenses for such Event, (iv) "State Fair Reimbursable Expenses" shall mean all of State Fair costs for labor, security, box office services, materials, supplies, rentals, contract services, management personnel services, State Police services, permits, fees, taxes, utilities, capital improvements agreed upon by State Fair and Juice and other costs incurred by Sate Fair in connection with providing services or supplies deemed necessary for the Event to by Juice during the term of this Agreement.
- (b) On the terms and condition set forth herein, Juice shall reimburse the State Fair for State Fair Reimbursable Expenses. Subject to the Authority's presentation of appropriate vouchers documenting the Authority Expenses for a particular Event, Juice shall reimburse State Fair for State Fair Reimbursable Expenses out of the Event net Revenues following the Preliminary Accounting (as defined in Section 3(f) below) for such Event. State Fair shall provide a detailed accounting of State Fair Reimbursable Expenses incurred by it with respect to a particular year's Event within three (3) business days following the completion of such Event. (i) If ticket sales for the Event exceed 30,000 patrons over 2 days- State Fair will deduct up to \$30,000 from reimbursable expenses.
- (c) Juice must provide by February 20 of each year a budget estimate as well as attendance estimates and ticket pricing. Juice must provide by March 1st of each year a copy of

talent/acts/entertainment, a list of all interested parties, a list of equipment, copies of all contracts. ~~This shall provision shall be waived for 2011.~~ (AD) CB TD

- (d) Juice must deliver 70% of attendance estimates in each year of the Event.
- (e) State Fair shall be responsible for running the box office and for admission ticket sales and concert ticket sales. Juice shall be responsible for all other Revenue Generating Activities. Fair shall hold all of the proceeds from concert ticket sales in its possession until the Preliminary Accounting for such Event, at which time the proceeds all be distributed in accordance with Section 3(a) hereof. Except as set forth below, Juice shall hold all of the proceeds from all other Revenue Generation Activities in its possession until the Preliminary Accounting for such Event, at which time the proceeds shall be distributed in accordance with Section 3 (a) hereof. Notwithstanding anything to the contrary contained herein, Juice shall be entitled to use, at any time (including prior to the Preliminary Accounting), the proceeds from all other Revenue Generating Activities to cover its costs and expenses related to the production of the Event and any and all Revenue Generating Activities. Juice shall provide State Fair with a monthly statement of the use of such proceeds prior to Preliminary Accounting.
- (i) With Respect to concert ticket sales for each day of operation of the Event, State Fair shall provide Juice with a daily accounting statement detailing the amounts collected from concert ticket sales for such day of operation of the Event to be provided to Juice by 4:00 p.m. on the next following day.
- (ii) With respect to vendor and concession rental charges and sponsorship income, Juice shall provide State Fair an accounting statement detailing all income collected by Juice or due and owing to Juice on the first Wednesday prior to the Event.
- (f) Within three (3) business days following the conclusion of the Event of any particular year, Juice shall provide a detailed breakdown to State Fair of (i) the Event Net Revenues Event (which calculation shall be based upon the accounting statements provided in accordance with this Section 3 less the applicable New Jersey sales tax for all ticket and other sales (which sales tax is currently seven percent (7%)) and all out-of-pocket cost and expenses of Juice with respect to all Revenue Generation Activities) and (ii) State Fair's share of the Event Net Revenues (the "Preliminary Accounting"). State Fair shall have three (3) business days from receipt of the Preliminary Accounting to review the Preliminary Accounting and to notify Juice of any errors in its calculation. If State Fair does not notify Juice of any errors in its calculation of the Preliminary Accounting within three (3) business days after receipt thereof, State Fair shall be deemed to have accepted the Preliminary Accounting. In the event State Fair notifies Juice of any errors in its calculation with in such three (3) business-day period, the parties shall work together in good faith to resolve any such dispute, and in the event the parties are still unable to

resolve such dispute, the resolution of such dispute shall be referred for decision by arbitration in the State of New Jersey by a neutral arbitrator mutually selected by State Fair and Juice. Any arbitration proceeding shall be governed by the Rules of American Arbitration Association then in effect and the decision of the arbitrator shall be final, conclusive and binding on State Fair and Juice. Juice and State Fair shall each bear their own costs (including the fees and disbursements of counsel) incurred in connection with any such arbitration and shall each pay one-half of the costs of such arbitrator. At the conclusion of the arbitration, the prevailing party shall have all of its cost reimbursed by losing party. Within forty-eight (48) hours following the earlier of Juice's acceptance of Preliminary Accounting or the resolution of disagreement the Preliminary Accounting (the Preliminary Accountings as accepted by State Fair or amended pursuant to the resolution of any disagreement between the parties is referred to as, the "Preliminary Accounting"), State Fair and Juice shall disburse the proceeds from the Event. State Fair shall retain at least \$35,000 or some other sum as State Fair shall deem necessary for payment of late submitted invoices. The amount so retained, or the remainder thereof after payment of late submitted invoices, shall be released to Juice within thirty (30) days of conclusion of the Event for any given year.

- (g) During the term of this Agreement, and for a 24-month period following its conclusion, State Fair and its representatives shall have the right, for the primary purpose of confirming the Event Net Revenues, to inspect the relevant books, records (including tax returns), documents and vouchers relating to the business and affairs of Juice and to make extracts and copies of such books, records, documents and vouchers. Any such inspection shall be conducted during regular business hours of Juice. Claims, if any must be made within two years of the conclusion of fair for any given year.

During the term of this Agreement, and for a 24-month period following its conclusion, Juice and its representatives shall have the right, solely for the purpose of confirming the concert ticket sales and State Fair Reimbursable Expenses for the Event, to inspect the relevant books, records (including tax returns), documents and vouchers relating to the business and affairs of State Fair and to make extracts and copies of such books, records, documents and vouchers. Any such inspection shall be conducted during regular business hours of State Fair.

Section 4. Letter of Credit. By the later of (i) March 1st of each year in which Juice is required to produce and Event pursuant to the terms of this Agreement or (ii) one hundred and twenty (120) days prior to the commencement of the Event for such year, Juice shall submit to State Fair an irrevocable, unconditional letter of credit of its benefit in the amount of \$250,000 to guarantee "State Fair Reimbursable Expenses" and "Minimum Payment " due to State Fair under this Agreement for such particular year. The Letter of Credit shall be issued by New Jersey financial institution approved by State Fair.

In the event Juice does not produce the Event in a particular year during the term of this Agreement (other than as a result of an Event of Occupation (as defined in Section 21), a Force Majeure Event (as defined in Section 27), or due to a breach by State Fair of its obligation under this Agreement), State Fair shall have the right to obtain a third party to produce such Event. State Fair may draw upon the letter of credit to the extent the Minimum Guaranteed Revenue for such particular year exceeds the amount received by State Fair for the production of the Event by such third party. The letter of credit for each particular year of the Event shall expire upon the disbursement of proceeds for such Event pursuant to the Preliminary Accounting.

The rights granted under this Section 4 shall be in addition to and shall not limited any other rights granted to State Fair pursuant to the terms of this Agreement, including, but not limited to , (i) termination rights; (ii) the right to sue for specific performance;(iii) State Fair's right to recover damages.

Notwithstanding anything to the contrary in this Section, State Fair, in its sole discretion, may waive this provision for any contract year providing written notice to ~~Deluna~~ of its intention to do so.

JUICE CB TNO

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Section 5. Box Office Facilities and Admissions Control. The Authority shall generate tickets for the concert event through the Ticketmaster system or such other ticketing agent selected by the Authority. The cost of producing such tickets shall be a State Fair Reimbursable Expense. The Authority shall be responsible for advance and day of event concert tickets sales and for certain related services including, without limitation, setting up the event on the Ticketmaster system. The Authority will handle over the counter, advance and day of event sales for State Fair at IZOD center ticket offices and at ticket booths as furnished by State Fair. If the Authority State Fair and Juice agree that the Authority shall consign ticket sales to outside agencies, State Fair shall pay the sales fee, commission charge, refund fee or any other fee of the outside agency which sells admission tickets to the Event. The sales fees, commission charges, refund fees or any other fees of the aforementioned outside agency are reimbursable expenses of State Fair for purposes depositing all monies from admission ticket sales and holding such amounts pending the Preliminary Accounting and preparing accounting statement detailing all admission ticket sales and State Fair Reimbursable Expenses related thereto and such other reports as are necessary and required.

Section 6. Lien on Admission Ticket Sales. State Fair shall have a first lien against admission ticket office receipts and all property of Juice located upon the premises of the Licensed Area, to the extent not subject to a prior lien for all amounts due and owing to State

Fair under this Agreement including, without limitation, its share of the Event Net Revenues. State Fair is authorized to withhold the proceeds from admission ticket sales in an amount equal to the total due and owing State Fair under this Agreement.

Section 7. Licenses and Permits. Juice shall promptly pay all taxes excise or license fees, including music licensing fees to ASCAP, BMI and SESAC and obtain all licenses or permits necessary for the use of the Licensed Area and the production of the Event as required by Federal, State or Local laws or ordinances; and Juice, shall provide evidence of such requisite licenses or permits or payment of such taxes, excise or license fees upon request from State Fair. Juice shall advise all vendors, concessionaries and other exhibitors offering goods for sale that applicable sales tax numbers must be filed prior to the commencement of the Event and sales taxes must be filed designating sales made in East Rutherford, New Jersey. State Fair shall deduct New Jersey State sales tax out of revenue collected from the sale of tickets and shall be responsible for the remittance of New Jersey State sales tax relating to admission ticket sales on behalf of Juice.

Section 8. Compliance with Laws and Regulations. Juice and its employees shall, use its commercially reasonable efforts to cause any of its subcontractors and the vendors and concessionaries to, conform to and comply with all laws of the United State and the State of New Jersey and the written rules and regulations of the New Jersey regulatory agencies, together with all rules and regulations of the New Jersey State Police and Meadowlands Fire Department. If the Authority notifies State Fair of a violation of any such laws, rules or regulations by any of the aforementioned parties, Juice shall, in the case of any violation Juice or its employees, immediately desist from and correct such violation and, use its commercially reasonable efforts to cause such party to immediately desist from and correct such violation.

Section 9. Insurance.

- (a) Juice its subcontractors and all vendors shall provide evidence of workers' compensation insurance for those employees working on Licensed Area premises; and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease

Laws with respect to the performance of the services to be provided by such entity at the Event. Evidence of such insurance coverage shall be provided to State Fair at least 30 days prior to the commencement of the Event in any given year.

- (b) Juice shall provide or shall have another entity provide on its behalf, at Juice's own cost and expense, commercial general liability insurance to insure Juice's use of the Licensed Area premises and all operations of Juice and State Fair contemplated by this Agreement and any contractual assumptions of legality reflected by this Agreement. Both State Fair and the Authority shall be listed as named insured under such commercial general liability policy shall have a limit of \$5,000,000 per occurrence for bodily and property damage liability, personal injury liability and product liability claims. Coverage may be provided under one policy naming both State Fair and the Authority as named insured or under separate policies. Evidence of such insurance coverage shall be provided to State Fair at least 30 days prior to the commencement of the Event in any given year.
- (c) Juice shall obtain evidence of commercial general liability insurance from all subcontractors, & vendors in an amount equal to at least \$1,000,000 per occurrence (combined single limit) including personal injury and product liability coverage. Each policy shall name State Fair and the Authority as additional insured with respect to all operations associated with the Event to be held on the Licensed Area premises. Juice shall provide evidence of such insurance coverage to State Fair prior to the commencement of Event in any given year.

Section 10. Indemnification Agreement from Subcontractors, & Vendors.

- (a) Juice shall not permit any subcontractor, or vendor to provide any services relating to the Event unless appropriate evidence of insurance coverage with respect to such subcontractor, or vendor has been provided to State Fair.
- (b) Juice shall obtain a signed Indemnification Agreement from each subcontractor or vendor which contains an agreement from such subcontractor, vendor or concessionaire to indemnify State Fair and the Authority with regard to any claims that arise out of such subcontractor's or vendors operation relating to the Event to the extent not otherwise covered by the insurance referenced in Section 9 hereof.

Section 11. Public Safety. Juice shall, at all times during any Event being produced by it pursuant to the terms of this Agreement, conduct its activities with full regard to public safety and observe and abide by all applicable regulations and request by duly authorized governmental agencies responsible for public safety.

Section 12. Broadcast Rights. The Authority expressly reserves all rights and privileges for outgoing radio, television or simulcast broadcast originating from Licensed Area

during the operation of the amusement fair. In the event the Authority grants such rights and privileges to State Fair, the terms and conditions of such grant shall be evidenced by separate written agreement between the Authority and State Fair which shall provide for among other things, the indemnification of the Authority, its officers, representatives, agents and employees from and against any and all claims, damages, liabilities, cost and expenses, including reasonable attorney's fees, arising from any radio, television or simulcast broadcasting (including ad-lib remarks of announcers, including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting) to the extent Juice is responsible for the origination of such broadcasting.

Section 13. Copyright. Juice shall assume all cost arising from the use of patented, trademarked, franchised or copyrighted music material, devices, process or dramatic rights ("Copyright Materials") used on or incorporated into the event. State Fair and the Authority and its officers, representatives, agents and employees from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising from the unauthorized use of such Copyright Materials by Juice.

Section 14. Utilites.

- (a) Juice shall be responsible, at its sole cost and expense, for all necessary equipment required to operate the Event in any given year of this Agreement including, but not limited to staging, generators, lighting, tenting, electrical wiring, and any other equipment Juice deems necessary to operate the Event. State Fair shall supply Juice with Toilettes and waste removal for a fee of \$500.

Section 15. Electricity. In the event extra lights, such as spotlights, television lights of other special lights, shall be required by Juice shall use a approved electrical contractor for installation of any extraordinary electrical connections or other services relating to such lights.

Section 16. Staffing. Juice shall reimburse State Fair in accordance with Section 3 hereof for all necessary staffing relating to the services, including security, to be provided by State Fair under this agreement. The cost of such staffing shall be as set forth in accordance with the Authority's prevailing collective bargaining agreements. The Authority and State Fair shall consult upon the appropriate number of security and other staff personnel to properly serve and protect the public during the operation of the Event. However, it is understood the determination of security and other department staffing is solely the Authority's decision. All special services that the Authority is requested to provide, including, without limitation, decorations, erection of

platform stands, staging and props and any employee overtime resulting from such special services, shall be deemed to be State Fair Reimbursable Expenses.

Section 17. Signs and Posters. Juice shall not post or allow to be posted any signs, cards, advertising, banners or posters (collectively "Signs") on the licensed Area premises without the express written permission of State Fair. The content of any Signs shall be subject to approval by State Fair.

Section 18. Advertising. Juice acknowledges that all advertising of the Event fair shall be honest and true and shall include accurate information regarding the hours of operation and ticket prices for the Event.

All advertising space located outside of the Licensed Area premises but on the Meadowlands Sports Complex shall be the exclusive property of the Authority or NMSCO as their interests appear.

Juice acknowledges that State Fair the Authority and NMSCO have exclusive relationships in particular advertising categories, which may not be encroached upon without express consent.

Section 19. Occupancy Interruption. If, as a result of any action or activity undertaken or authorized by the Authority, (a) the Licensed Area or any part thereof becomes unavailable for use by Juice or (b) the maximum days and hours of operation as determined pursuant to Section 1 hereof are materially reduced, or (c) access or means of ingress to the Licensed Area is materially restricted or impeded (an "Event of Occupation") and such Event of Occupation shall Juice's reasonable judgement, adversely impact its ability to conduct and/or maximize Revenue Generating Activities, Juice hereby waives any claims for damages or compensation should this Agreement be suspended by an Event of Occupation.

Section 20. Objectionable Persons. State Fair reserves the right to eject or cause to be ejected for the Licensed Area premises any objectionable person or persons; provided that, any such ejection is handled in accordance with Authority policy and does not violate any person's civil or other rights. Neither State Fair the Authority nor any of its officers, agents or employees shall be liable to Juice for any damages that may be sustained by it through the exercise by State Fair or the Authority of such right accordance with preceding sentence.

Section 21. Refund of Ticket Revenue. The Authority and State Fair reserve the right to make admission ticket refunds for cause in keeping with the State Fair policy of retaining good faith. This shall include, without limitation, the failure of any act to show or to go

on stage within a reasonable time of its scheduled appearance or the failure of Juice to produce or deliver the performance, product or service that has been advertised to the public.

Section 22. Announcements. The State Fair reserves the right, from time to time, to make announcements during the hours of operation of the Event relating to public safety. Juice shall, and shall cause its employees and agent to, cooperate with the instructions concerning public safety including, but not limited to, announcements requiring patrons to exit the licensed Area.

Section 23. Agreement to Quit the Licensed Area Premises. Juice shall leave the licensed Area premises in a condition equal to that at the commencement of the Event for such year, ordinary wear and tear excepted. Failure of Juice to use its commercially reasonable efforts to leave the Licensed Area Premises within the time permitted by this Agreement may make Juice liable for additional payments to State Fair.

Section 24. Lost Articles. The Authority shall have the sole right to collect and have the custody of articles left on or in the proximity of the License Area premises by persons attending the Event. Juice shall not interfere with the Authority's collection or custody of such articles and shall turn over to the Authority any articles collected by it.

Section 25. Civil Rights. Juice shall not discriminate against any employee or any applicant for employment because of race, religion, national origin or any other reason prohibited by law nor shall Juice discriminate against any customers of the Event on the basis of race, religion, national origin or any other reason prohibited by law.

Section 26. No Joint Venture. This Agreement does not create a partnership, joint venture, agency or other similar relationship or business arrangement between the parties. Neither party is authorized to make any warranties, guarantees, and contracts or other commitments or to incur any obligation on behalf of the other party.

Section 27. Force Majeure. In the event that all or any portion of the amusement fair in any particular year cannot take place because of Force Majeure Event, neither party shall have any obligation or liability whatsoever to the other party during the occurrence of such Force Majeure Event as a result of the failure to fulfill its obligations under this Agreement. For purposes of this Agreement, a "Force Majeure Event" shall mean an occurrence of any of the following events which is a contributing factor in precluding or impairing the ability of either party to perform its obligations under this Agreement: Act of God, war or other hostility (including acts of terrorism), national emergency, actual or threatened dissemination of chemical or biological weapons or substances (including

the actual or threatened dissemination of a disease, such as anthrax or smallpox, through any form or medium), fire, storm, flood, rebellion, riot, explosion, labor disturbances, sabotage, disaster, civil unrest or any other cause not within the reasonable control of Juice or State Fair, as the case may be.

Section 28. Term. The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until the completion of the 2014 Fair and the distribution of the Event Net Revenues for 2014 in accordance with the Preliminary Accounting.

Section 29. Binding Agreement; No Assignment; Amendment. This Agreement shall be binding upon and inure to benefit of the parties and their respective successors and assigns. This Agreement may not be assigned without the prior written consent of the other party. This Agreement may not be amended except by an instrument in writing executed by both parties.

Section 30. Notices. All notices, request, demands and other communications required or permitted under this Agreement shall be given in writing and, unless otherwise provided herein, shall be deemed duly given if delivered personally, by facsimile transmission (receipt of which is confirmed) or upon receipt by the receiving party of any notice sent by registered or certified mail (first-class mail, postage pre-paid, return receipt requested) or by overnight courier or similar courier service, addressed as follows:

If to State Fair:	State Fair, Inc. 229 Main Street Belleville, New Jersey 07109 Facsimile: (973) 751-7397 Attention: Al Dorso
If Juice Entertainment.	Juice Entertainment, LLC. 471 N. Midland Ave Saddle Brook, New Jersey, 07663

Or at such other address as such party may designate by notifying the other party in writing in accordance with this Section 30. Delivery of notice to a party's legal counsel shall not constitute the delivery of notice to such party.

Section 31. Non-Discrimination. Both Sate Fair and Juice agree that in the performance of the Agreement there will be no discrimination against any employee or applicant for employment because of any reason prohibited by law.

Section 32. Governing Law; Jurisdiction; Venue. This Agreement, and all matters arising directly or indirectly hereunder, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to the choice of conflicts of law provisions thereof. Each of the parties hereby (i) irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of New Jersey in connection with any suit, action or other proceeding directly or indirectly arising out of or relating to this Agreement, the (ii) irrevocably waives, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

The prevailing party of any such suit, action or proceeding shall have its counsel fees and cost reimbursed by the losing party.

Section 33. Severability. The invalidity of any portion of this Agreement shall not affect the validity, force or effect of the remaining portions of this Agreement, which shall in such event be interpreted to give effect, as nearly as possible, to the original intent of the parties with respect to this Agreement as a whole, If it is ever held that any provision hereunder is too broad to permit enforcement of such provision to its fullest extent, such provision shall be enforced to the maximum extent permitted by law.

Section 34. Headings. The headings in this Agreement are for convenience and reference only and shall not limit or otherwise affect the meaning hereof.

Section 34. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 35. Confidentiality. The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officer's agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

[Execution Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto as of the date first written above.

STATE FAIR, INC.

By: 

Name: AL DORSO

Title: PRES.

Juice Entertainment, LLC

By: 


Name: Joel W. SANDBERG

Title: PARTNER



THOMAS DeREMA

PARTNER


Christopher Barrett
Partner

JUCE
1121 Main Ave Clifton, NJ 9701
phone 201.632.3072 fax.201.654.6191

Request For Waiver

As per your request Juice Entertainment LLC is formerly requesting a waiver pertaining to section 4 located on page 5 and 6 "letter of credit" in the agreement between State Fair Management and Juice Entertainment. The request of waiver is for the season beginning June24th ending July 10th 2011.

Ch Burnett

Accepted By:

[Signature]
X *[Signature]* Date: 3/7/11
Juice Entertainment, LLC

X *[Signature]* Date: 3/7/11

Al Dorso President State Fair



1121 Main Ave Clifton, NJ 9701
phone 201.632.3072 fax.201.654.6191

Request For Extension

Juice Entertainment LLC is formally requesting a 30 day extension pertaining to section 3 item (c) located on page 3 and 4 "items provided to state fair in financial terms" in the agreement between State Fair Management and Juice Entertainment. The request of extension is for the season beginning June 24th ending July 10th 2011.

Accepted By: 

X

Date: _____

Juice Entertainment, LLC

X 

Date: 3/7/11

Al Dorso President State Fair

Exhibit 23

From: Alex Chaykin
To: 'John Dimatteo'
Cc:
Bcc:
Subject: **CALVIN HARRIS**

February 07, 2011 9:04:08 AM (-08)

Attachments:

John;

Calvin can confirm MEADOWLANDS festival. We just have to work on the exact date as I am awaiting a EDC LA offer.

Also will have to review set times/billing/stage as well.

OK?

Best,

Alex

Alex Chaykin | WME
achaykin@wmeentertainment.com
212.903.1598
212.632.1207 (f)

Exhibit 24

From: Alex Chaykin
To: 'John Dimatteo'
Cc: christopher@terminal5nyc.com; SAMK; ADC
Bcc:
Subject: **FW: Serge Devant Tech Rider/ Show Details**

February 17, 2011 3:25:51 PM (-08)

Attachments:

Another email on Feb 16th

From: Alex Chaykin
Sent: Wednesday, February 16, 2011 11:18 AM
To: 'christopher@terminal5nyc.com'; 'John Dimatteo'
Cc: ADC; SAMK
Subject: RE: Serge Devant Tech Rider/ Show Details

Did John get back to you?

From: christopher@terminal5nyc.com [mailto:christopher@terminal5nyc.com]
Sent: Wednesday, February 16, 2011 11:14 AM
To: Alex Chaykin; 'John Dimatteo'
Cc: ADC; SAMK
Subject: Re: Serge Devant Tech Rider/ Show Details

Thanks Alex.

Christopher

Sent via BlackBerry by AT&T

From: Alex Chaykin <AChaykin@wmeentertainment.com>
Date: Tue, 15 Feb 2011 18:57:53 -0500
To: 'John Dimatteo' <john@areaevent.com>
Cc: 'christopher@terminal5nyc.com' <christopher@terminal5nyc.com>;
ADC <ADC@wmeentertainment.com>; SAMK <SAMK@wmeentertainment.com>
Subject: Serge Devant Tech Rider/ Show Details

Hi John;

Please be sure to get all of Serge's tech info over to the Chris who is running production for T5. He has not heard a thing about this yet.

Serge will need his own set up for this show as he will not be playing from where Paul is playing from.

We need him from doors to 11pm.

So 8pm-11pm would be great.

Exhibit 25

From: John Dimatteo <john@areaevent.com>
To: Vito Bruno w <ampm@nyc.rr.com>
CC: Alan Sax <djalansax@hotmail.com>; Chris Asta <chrisasta@hotmail.com>; Brian Arteca <brian@areaevent.com>
Sent: 1/26/2011 1:28:52 AM
Subject: Djas from WME

I just spoke to Joel

He said we can make offers on the following artists for Sunday June 26th.

I think this is a great start.

Aeroplane
Afrojkack
Axwell
Beardyman
Booka hade
Boys Noize
Chemical brothers
Chuckie
Crystal Method
Deep dish Awesome
Die Antwoord
Dirty South
Erol aklkan
Groove Armada
Luciano Cadezna !
Maximum Balloon
Modeselektor
Orbital
Paul Oakenfold
Paul Van Dyk
Prodidgy
Roger Sanchez
Sebastian
Sharam
Shit Robot
Sidney Samson
Soulwax
Steve Lawler
The Bloody Beatroots
Thievery Corporation
Tiga
Underworld

Exhibit 26

From: John Dimatteo
To: Peter Wiederlight
Cc:
Bcc:
Subject: **Re: Meadowlands**

January 28, 2011 4:01:45 PM (-08)

Attachments:

Any way to get Deadmau5 back from Europe if we make a BIG offer?

--

John Dimatteo | Area Event
O +1.646.224.6964 | Fx+1.646.514.1497 john@areaevent.com | AIM: jdimatteo <http://www.areaevent.com> |
<http://www.facebook.com/areaevent>

From: Peter Wiederlight <PWiederlight@wmeentertainment.com>
To: John Dimatteo
Sent: Fri Jan 28 17:21:11 2011
Subject: RE: Meadowlands

Afro and Chems. are def. possible.

From: John Dimatteo [mailto:john@areaevent.com]
Sent: Friday, January 28, 2011 6:06 PM
To: Peter Wiederlight
Subject: Re: Meadowlands

Will do

Please let me know who is available on June 25

Is Afrojack, the Swedes or Chemeical bros available on the 25th?

--

John Dimatteo | Area Event
O +1.646.224.6964 | Fx+1.646.514.1497 john@areaevent.com | AIM: jdimatteo <http://www.areaevent.com> |
<http://www.facebook.com/areaevent>

From: Peter Wiederlight <PWiederlight@wmeentertainment.com>
To: John Dimatteo
Sent: Fri Jan 28 16:51:31 2011
Subject: Meadowlands

Exhibit 27

From: Samantha Kirby Yoh
To: Joel Zimmerman; Marc Geiger
Cc: Ryan Jansen; Peter Wiederlight
Bcc:
Subject: **RE: Meadowlands Festival - June 25 and 26 2011**
January 25, 2011 6:27:31 PM (-08)

Attachments:

we discussed this before holidays as was not aware of any live acts / music element to the fair...gail checked it out.
and was coming from UK with out any US partner - and they said was very early and would come back with more info.
think its great to combine with fair....however John is a flake so far on other things...

Samantha Kirby Yoh | WME
skirby@wmeentertainment.com
212.903.1149

From: Joel Zimmerman
Sent: Tuesday, January 25, 2011 9:24 PM
To: Marc Geiger
Cc: Samantha Kirby Yoh; Ryan Jansen; Peter Wiederlight
Subject: Meadowlands Festival - June 25 and 26 2011

John Dimatteo in NY is doing a new festival at the Meadowlands parking lot June 25 and 26 (same weekend as EDC LA).

I floated the idea of WME having the Sunday where we will have all the EDC LA talent from the agency avail to be our day.

There is a conversation to be had with us being a partner in the festival, I have asked for his P&L and also who his partners are now with the current set up and from this we look at next steps if any.

He is interested in the talent at the bottom of this mail.

Ian Greenway is doing the production: from Bestival, Creamfields etc (no truck stages) (3-4 areas)(wants to focus on more than electronic but electronic will be the main driver)

In conjunction with the NJ State Fair, using their marketing assets and some of their staffing.

Hours: 2pm-2am (I suggested ending at 12am)

Land is leased from the NJ State Fair not the Meadowlands for the next 4 years.

Ticket price: 40, 75 cap + 2 day passes starting at 90 bunch

Interesting concept to tie in with the state fair.

- Aeroplane

- Afrojack
- Axwell
- Beardyman
- Booka Shade
- Boys Noize
- Chemical brothers
- Chuckie
- Crystal Method
- Deep dish
- Die Antwoord
- Dirty South
- Erol aklkan
- Groove Armada
- Luciano
- Maximum Balloon
- Modeselektor
- Orbital
- Paul Oakenfold
- Paul Van Dyk
- Prodigy
- Roger Sanchez
- Sebastian
- Sharam
- Shit Robot
- Sidney Samson
- Soulwax
- Steve Lawler
- The Bloody Beatroots
- Thievery Corporation
- Tiga
- Underworld

Joel Zimmerman | WME

jzimmerman@wmeentertainment.com

310.859.4047

212.632.1297 (f)

Exhibit 28

From: Samantha Kirby Yoh
To: Joel Zimmerman; Marc Geiger
Cc: Ryan Jansen; Peter Wiederlight
Bcc:
Subject: **RE: Meadowlands Festival - June 25 and 26 2011**

January 25, 2011 6:34:28 PM (-08)

Attachments:

why dont we do it with pascale at the red bull arena ?

From: Joel Zimmerman
Sent: Tuesday, January 25, 2011 9:33 PM
To: Samantha Kirby Yoh; Marc Geiger
Cc: Ryan Jansen; Peter Wiederlight
Subject: RE: Meadowlands Festival - June 25 and 26 2011

If he is flaking on anything let me know and I will help. He has been successful in the past and think with the right timing and plan could make this work. He killed it with Tiesto last summer in NJ.

Pasquale was out in NY yesterday scouting venues, feels like first one out of the gate in NY will get the proper summer festival.

Lets discuss more, will have a P&L tomorrow.

From: Samantha Kirby Yoh
Sent: Tuesday, January 25, 2011 9:28 PM
To: Joel Zimmerman; Marc Geiger
Cc: Ryan Jansen; Peter Wiederlight
Subject: RE: Meadowlands Festival - June 25 and 26 2011

we discussed this before holidays as was not aware of any live acts / music element to the fair...gail checked it out.
and was coming from UK with out any US partner - and they said was very early and would come back with more info.
think its great to combine with fair....however John is a flake so far on other things...

Samantha Kirby Yoh | WME
skirby@wmeentertainment.com
212.903.1149

From: Joel Zimmerman
Sent: Tuesday, January 25, 2011 9:24 PM
To: Marc Geiger
Cc: Samantha Kirby Yoh; Ryan Jansen; Peter Wiederlight
Subject: Meadowlands Festival - June 25 and 26 2011

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- Axwell
- Beardyman
- Booka Shade
- Boys Noize
- Chemical brothers
- Chuckie
- Crystal Method
- Deep dish
- Die Antwoord
- Dirty South
- Erol aklkan
- Groove Armada
- Luciano
- Maximum Balloon
- Modeselektor
- Orbital
- Paul Oakenfold
- Paul Van Dyk
- Prodigy
- Roger Sanchez
- Sebastian
- Sharam
- Shit Robot
- Sidney Samson
- Soulwax
- Steve Lawler

- The Bloody Beatroots
- Thievery Corporation
- Tiga
- Underworld

Joel Zimmerman | WME

jzimmerman@wmeentertainment.com

310.859.4047

212.632.1297 (f)

Exhibit 29

Microsoft Outlook

From: D'Esposito, John
Sent: Wednesday, October 07, 2009 1:00 PM
To: Bellin, Jesse; Miller, Jason
Subject: tiesto cover letter

Paul,

Please allow me to introduce myself. I am John D'Esposito from Live Nation, NYC. I was privleged to witness one of the most incredible shows ever last month by Tiesto at Hammerstein Ballroom.

I have submitted an offer for Tiesto to perform at the Convention Hall in Asbury Park, NJ on a mutually agreeable summer date. Asbury Park has a deep musical tradition and I feel that this artist would do extremely well in our market.

I have been wanting to do such an event for a long time and did not feel there was the appropriate act until I witnessed the event at Hammerstein.

I would love to discuss the possibility of making this possible and appreciate any consideration to this offer.

My contact info is below.

John D'Esposito | Vice President Talent Buyer | New York - Music
☎: 917.421.5165 / 917.421.5044 fx
✉: JohnD@livenation.com
📍: 220 W. 42nd St., 11th Fl. | New York, NY | 10036

UPCOMING EVENTS

BUY TICKETS AT
LIVENATION.COM

Exhibit 30

Microsoft Outlook

From: Miller, Jason
Sent: Tuesday, October 13, 2009 4:56 PM
To: D'Esposito, John; Lorenzo, Linda
Subject: Re: silva

Whatever you need

Linda, let's make it happen

Great idea

Sent Wirelessly via Paris Hilton's T-Mobile Sidekick

----- Original Message -----

From: D'Esposito, John
To: Miller, Jason; Morrow, Kevin
Sent: Tue Oct 13 16:36:41 2009
Subject: Re: silva

Silva will be in town for them crooked vultures and is bringing some of his other clients to the show like andy samberg.

Maybe we can set up that room with a nice layout to help win him over.

He told me the lonely islands are up in the air at this moment and I am hoping my charm helps win andy over to bamboozle.

I am gonna get the bamboozle street team to come up to help flyer and poster the venue so he sees how hard we work for his artists.

I know he would appreciate the gesture.

----- Original Message -----

From: Miller, Jason
To: NAM Theatre & Club Bookers
Sent: Tue Oct 13 07:10:07 2009
Subject: Tiesto

Hey there!

I just wanted to share a recent success we had in New York, because both the show and business were truly impressive. Tiesto started his world tour here at Hammerstein for 3 nights – all of which sold out – and he will be working fairly heavily over the next 18 months. He is supporting a new release Kaleidoscope – which just hit stores, and while it is true to form – it is not the straight trance sound he is known for.

First of all, I have never seen a connection between the audience and the artist like this – not for a dj. This guy was worshiped like a rock star and for a 5 hour set each night the crowd was fixated on the stage and on him. I feel like I have seen a bunch of these guys now – I've just never seen anything like this before.

REDACTED

In the end we sold 10,925 tickets over three nights and grossed \$629,975.00. I've not seen too many people sell this many tickets in a club or certainly gross this much money. We had variable pricing which changed when we either sold out of allotments or reached chronological milestones in the campaign. Some got in for as low as \$35, most paid in the \$50-60 range and VIP tickets went up as high as \$200 and sold with ease.

I worked with an independent dance promoter, and that has really been a key factor with my success in this genre. The pitch to the agents and managers is a strong one because they get all of the clout and resource that Live Nation brings along with maintaining their sense of street cred and history with the promoters who brought them up. The agent, Paul Morris, is a really nice guy. I had never worked with him before and I know there was a certain sense of trepidation going into the date – but it worked out well and opened the doors for future business. As of now it looks like only Philly and NYC are markets where Tiesto has Live Nation involvement. I don't know if we can change that, but it is worth the effort.

If you are not familiar with Tiesto – you should check him out. If the show hits your town and you can make time to see it – I wholeheartedly encourage you to do so. The initial 40 US dates are booked, locked and on sale, but if you know Paul – give him a call. If you don't – maybe try to make a new friend. He has David Guetta who is clearly next to break big, Fedde LeGrand, Bennie Benassi, and a whole slew of others. Ultra Records, who put most of these records out in the US – are based here in New York and I have made a great friendship with them as well.

Check out this review from the New York Times. It says it all.

<http://www.nytimes.com/2009/09/30/arts/music/30tiesto.html>

Thanks for listening

JAS

Jason Miller | Senior Vice President | New York (917.421.5160/ 917.421.5043 fx 8::JasonMiller@livenation.com

Exhibit 31

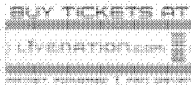
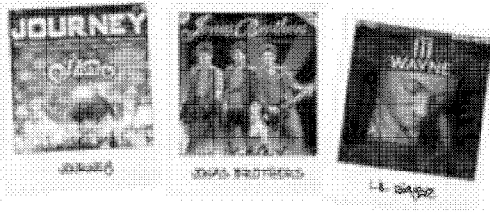
Microsoft Outlook

From: D'Esposito, John
Sent: Tuesday, May 25, 2010 4:01 PM
To: John Dimatteo
Subject: FW: Tiesto Press Release

Here is the press release.

Tony seems cool on the walk thru, do you need me for anything down there or can I finish the day here.
I will shoot down if you need me.

John D'Esposito | Vice President Talent Buyer | New York - Music
☎: 917.421.5165 / 917.421.5044 fx
✉: JohnD@livenation.com
📍: 220 W. 42nd St., 11th Fl. | New York, NY | 10036

UPCOMING EVENTS

From: Patrick Slevin [<mailto:slevin@theaquarian.com>]
Sent: Tuesday, May 25, 2010 3:41 PM
To: D'Esposito, John
Subject: Tiesto Press Release

DANCE MUSIC SENSATION Tiesto MAKES HIS JERSEY SHORE DEBUT

ONLY USA PERFORMANCES THIS SUMMER

Global DJ sensation Tiesto will be making his Jersey Shore debut on July 16 and July 17 at Asbury Park's newly renovated Convention Hall. As his only U.S. shows this summer from his ongoing *Kaleidoscope* world tour, Tiesto, often called the world's greatest DJ, with the help of Area Event, is set to bring an incredible and over the top experience to New Jersey that will be a must-attend event for the electronic music community.

Racking up a number of sold out performances in North America and Europe in support of *Kaleidoscope* and its *Billboard* dance chart topping single "I Will Be Here," Tiesto has garnered universal acclaim from critics and fans alike for his state-of-the-art live performances and progressive approach to the worlds of electronic dance, pop and rock. Bringing together collaborators as diverse as Jonsi of Sigur Ros, Nelly Furtado, Tegan & Sara, Kele Okereke of Bloc Party and more, Tiesto is transforming the DJ scene and beyond with his inclusive approach to dance music, filling arenas across five continents along the way.

About Area Event:

Founded by 15-year industry veterans **John DiMatteo** and **Brian Arteca** in 2004, **Area Event** is a full-service event production and marketing company based in New York City. Notorious for their rafter-rattling electronic dance music shows, Area Event also hosts and promotes a range of hip-hop mash-ups, drum & bass, trance and live music performances. As a result, Area Event has forged enduring bonds with top talent and DJs from all genres, including **Danny Tenaglia**, **Tiësto**, **Victor Calderone** and scores of others. Area Event now boasts the largest weekly club party in the United States; **Aquatic Saturday** at the Pool at Harrah's Resort in Atlantic City averages over 3,000 satisfied partygoers per week and was nominated for a prestigious *Club World Magazine* award.

--

Patrick Slevin

slevin@theaquarian.com

Managing Editor

The Aquarian Weekly/East Coast Rocker

PO Box 1140, Little Falls, NJ 07424

973-812-6766

www.theaquarian.com

Exhibit 32

From: Samantha Kirby Yoh
To: Marc Geiger; Joel Zimmerman
Cc: Ryan Jansen; Peter Wiederlight
Bcc:
Subject: **RE: Meadowlands Festival - June 25 and 26 2011**

January 31, 2011 6:58:22 AM (-08)

Attachments:

Yes set up the meeting in NYC.

My concern – as have said before – is that John is not great (per my pvd experience) re execution and that need a REAL producer re costs / production capabilities etc. Best case in this scenario Morrow and John together.

Samantha Kirby Yoh | WME
skirby@wmeentertainment.com
212.903.1149

From: Marc Geiger
Sent: Sunday, January 30, 2011 9:56 PM
To: Joel Zimmerman
Cc: Samantha Kirby Yoh; Ryan Jansen; Peter Wiederlight
Subject: Re: Meadowlands Festival - June 25 and 26 2011

Then let's bag it and just sell to them

It's late for us to jump on, sounds like it may be messy

From: Joel Zimmerman <JZimmerman@wmeentertainment.com>
Date: Sun, 30 Jan 2011 18:09:31 -0800
To: Marc Geiger <mgeiger@wmeentertainment.com>
Cc: Samantha Kirby Yoh <SKirby@wmeentertainment.com>, Ryan Jansen <RJansen@wmeentertainment.com>, Peter Wiederlight <PWiederlight@wmeentertainment.com>
Subject: Re: Meadowlands Festival - June 25 and 26 2011

They are making offers this week and it is moving forward. Better is hard to determine, but John has the marketing and promo to get this done, need to know more on how they are executing to know what is better.

They want to have a meeting, that is if we are interested.... it is worth exploring.

We could have John and his partners come meet in NY this week and I can jump in on video or a call.

It would be a conflict with Morrow and LN.

On Jan 30, 2011, at 5:30 PM, Marc Geiger wrote:

Exhibit 33

Microsoft Outlook

From: kevinmorrow@livenation.com
Sent: Monday, October 12, 2009 6:33 PM
To: D'Esposito, John
Subject: DJ Tiesto - - Asbury Park Convention Hall - Offer ID: 175148 was approved!

Greetings,

Deal 175148 was approved by Kevin Morrow. It has been modified to reflect this and its status has been updated.

For complete offer details, please follow this link [ViewOffer](#).

Exhibit 34

From: John Dimatteo <john@areaevent.com>
To: alansacks@aol.com <alansacks@aol.com>; Tommy <Td627@yahoo.com>; chrisasta1@gmail.com <chrisasta1@gmail.com>; Vito Bruno <vbruno1@nyc.rr.com>; Brian Arteca <brian@areaevent.com>
Sent: 3/6/2011 1:32:10 AM
Subject: Re: how does this sound?

HOWS THIS?

Jason,

I am writing you this email to memorialize the conversation we had on February 4, 2011.

As Discussed we will be entering into an 3-way partnership Live Nation, Deluna, and Area Event 33.3%.

This partnership with be for all shows and events taking place at the New Jersey State Fair Concert site.

The contract term will be for 5 years.

The specific terms and details are to be negotiated.

Please confirm the above so that we may move forward. I will be sending you budgets and numbers by Tuesday.

Thank you,

From: John Dimatteo <john@areaevent.com>

Date: Sat, 5 Mar 2011 18:21:15 -0600

To: "alansacks@aol.com" <alansacks@aol.com>, Tommy <Td627@yahoo.com>, "chrisasta1@gmail.com" <chrisasta1@gmail.com>, Vito Bruno <vbruno1@nyc.rr.com>, Brian Arteca <brian@areaevent.com>

Subject: how does this sound?

Jason,

I am writing you this email to memorialize the conversation we had on February 4, 2011.

As Discussed we will be entering into an 3-way equal partnership on profits between: Live Nation 33.3%, Deluna 33.3% and Area Event 33.3%.

This partnership with be for all shows and events taking place at the New Jersey State Fair Concert site.

The contract term will be for 5 years.

The specific terms and details are to be negotiated.

Please confirm the above so that we may move forward. I will be sending you budgets and numbers by Tuesday.

Thank you,

Exhibit 35

Microsoft Outlook

From: John D'Esposito
Sent: Wednesday, February 16, 2011 4:14 PM
To: Jason Miller
Subject: Re: Axwell - Area Event

I will help anyway I can

From: Jason Miller
Sent: Wednesday, February 16, 2011 04:09 PM
To: John D'Esposito
Subject: RE: Axwell - Area Event

Axwell I am doing at Roseland April 23

John Dimatteo is my partner on that

I would imagine they are holding Tiesto with Al. Paul Morris will sell him Tiesto all day long. John Dimatteo is deep in Tiesto's camp

From: John D'Esposito
Sent: Wednesday, February 16, 2011 4:08 PM
To: Jason Miller
Subject: Re: Axwell - Area Event

Is it axwell they are holding, tiesto is what al recognized.

From: Jason Miller
Sent: Wednesday, February 16, 2011 04:02 PM
To: John D'Esposito
Subject: FW: Axwell - Area Event

FYI

From: Jason Miller
Sent: Tuesday, February 15, 2011 5:23 PM
To: Joel Zimmerman
Cc: Samantha Kirby Yoh
Subject: Axwell - Area Event

Dear Joel (and Sam);

As we discussed I wanted to give you guys a synapses of NYE at Roseland with Steve Angello.

First let me say that I have nothing but a positive personal relationship with John Dimatteo. I do think he is a good street promoter and I think he has the very best intentions out there. When it comes to event execution his is vastly different; which is probably why we make for such a good team.

We suffered from a huge ticketing mess on NYE that the artist – Steve Angello – was insulated from. The ticketmaster portion of the tickets were executed fine, but the fulfillment of sub-promoter (consignment) tickets, Wantickets and VIP left a lot to be desired. This resulted in a massive back up at the door that took longer than it should have to fix.

Consignment tickets, while a standard of electronic music, are difficult for me as a 'traditional' promoter because they are nearly impossible to reconcile. I have a fiduciary responsibility to the artist and agent and if there is no means of control and tickets can not be reconciled against an audit, there is no way for me to know for sure or properly represent how many tickets are actually out there, what they were sold for, and protect all of our shared interests. We generally arrange for a swap of consignment tickets for ticketmaster tickets so that we have a 1 to 1 switch and it is sold into the audit. This has worked very well for me in the past, but Steve Angello was different because they gave different sub-promoters different 'rips' on the ticket which resulted in many different financial amounts that the show retained against what was sold. Not a good business practice and near impossible to settle accurately

Then, Wantickets, was completely un-prepared for the amount of tickets they sold and the will call they had to fulfill. They were not properly staffed, nor did they have experienced folks staffing. Someone on the want staff actually got frustrated and left mid show – making things worse. A better practice would have been to force shipment of tickets in advance, but I am told that results in much lower sales.

Finally, the VIP set up was overwhelming and understaffed. An area that John was to be expert in. I have pulled this off previously for Deadmau5 entirely on my own with no glitch, but NYE was disastrous.

With all of this in mind my intent and suggestion moving forward with Area and any independent promoter is that I will be in control of all finances and ticketing. Because Axwell has a relationship with Ticketfly, I do not see us using Wantickets. Want has had some issues, so I have been told, paying promoters and artists their funds due. I haven't had that problem yet, but they initially owned some resources that we sold tickets on for NYE and have been slow to pay John. As a result I told them I would not support Want in the meantime beginning immediately with an upcoming Wolfgang Gartner show where they have requested an allotment to sell.

Most importantly, New Years Eve was a tremendously successful sold out engagement, yet I have still not settled internally with John. He owes me in excess of \$100K. This is not a concern of artist or agent, but hopefully an illustration as to why I would require to be in control of finances on a show when significant funds are in play.

As all of this relates to Axwell I would offer this

- 1) Live Nation will control the ticketing and finances of the event, which is not an issue based upon our previous discussions. I would suggest we do not use consignment tickets, but if we choose to – they are pulled off of the Ticketmaster system and signed for by the person responsible for selling them in small, manageable allotments
- 2) Because there is a relationship with the Artist and Ticketfly, I suggest we maximize this opportunity and not use Wantickets. There should be no more than 2 ticket companies on any given show.
- 3) Any VIP sales will be sold and fulfilled by me and I will be personally responsible for the execution. I have a system that has previously proven to be flawless.
- 4) Area Event will focus on what they do best – street marketing. They will enhance my efforts and handle the hand to hand combat in the clubs as well as supplement what we do online. I will continue to handle production as I do for all of the shows

I believe this is the best recipe for success. Please call if you would like to discuss

JAS

Jason Miller| Senior Vice President |New York
ph: 917.421.5160/ 917.421.5043 fx
e: JasonMiller@livenation.com

UPCOMING EVENTS



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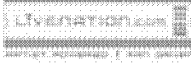


Exhibit 36

Microsoft Outlook

From: John D'Esposito
Sent: Wednesday, February 16, 2011 4:09 PM
To: Jason Miller
Subject: Re: Axwell - Area Event

Good email. I need a shortened and money unpaid, trouble collecting email to send to al to make this swing back.

From: Jason Miller
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To: John D'Esposito
Subject: FW: Axwell - Area Event

FYI

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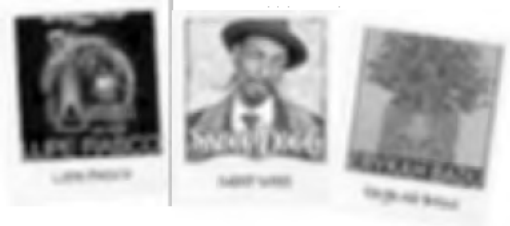
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JAS

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e: JasonMiller@livenation.com

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livenation.com

Exhibit 37

Microsoft Outlook

From: John D'Esposito
Sent: Wednesday, February 23, 2011 6:22 PM
To: Al Dorso Jr.
Subject: FW: Jonathan Peters

Al,

Here are some highlights from Tommy D's first and last show in Asbury.

Chris Femiano is the lead accountant and venue manager of the Convention Hall in Asbury Park, NJ. He did the deal with Tommy D and was the one who was left to clean up the mess when Tommy was intoxicated and unable to sort out a very disorganized and hectic situation. The artist walked off stage after only 30 minutes into his set, the scene soon after was chaotic.

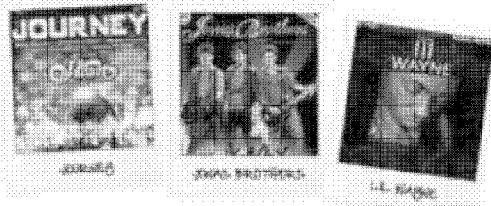
These cats are street kids, they CAN NOT produce an event. They are good at handing out flyers and hustling tickets on the streets.

This crowd could do damage to your fathers event, drugs are huge at these events...we had 12 overdoses in Asbury for the Tiesto event. Tommy D is a smooth talker, but a serious liability.

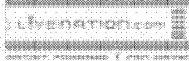
See you tomorrow.

John D'Esposito | Vice President Talent Buyer | New York - Music
☎: 917.421.5165 / 917.421.5044 fx
✉: JohnD@livenation.com
📍: 220 W. 42nd St., 11th Fl. | New York, NY | 10036

UPCOMING EVENTS



BUY TICKETS AT



From: Chris Femiano [<mailto:Chris.Femiano@MadisonMarquette.com>]
Sent: Wednesday, February 23, 2011 4:42 PM
To: John D'Esposito
Subject: RE: Jonathan Peters

The contract was forged by Tommy. The contract promised things that we (venue) never discussed or said yes to doing.

He was wasted and yes the execution was bad, our bathrooms were destroyed by the crowd (conv hall) and yes ended with JB having to stop the show to maintain order of the venue.

That is about it.

Thanks,

Chris

From: John D'Esposito [<mailto:john.d@livenation.com>]
Sent: Wednesday, February 23, 2011 3:45 PM
To: Chris Femiano
Subject: RE: Jonathan Peters

What did Tommy do again, I need to explain to the agent. Did he stiff the artist?

I know there was poor execution and lots of drama...anything I am missing?

John D'Esposito | Vice President Talent Buyer | New York - Music
☎: 917.421.5165 / 917.421.5044 fx
✉: JohnD@livenation.com
📍: 220 W. 42nd St., 11th Fl. | New York, NY | 10036

UPCOMING EVENTS



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livenation.com
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From: cfemiano@mmrs.com [<mailto:cfemiano@mmrs.com>]
Sent: Wednesday, February 23, 2011 3:30 PM
To: John D'Esposito
Subject: Re: Jonathan Peters

We are not working with Tommy....j peters did not want to play in Convention Hall last year.....we would be open to it but might not want to close down beach bar

Sent from my Verizon Wireless BlackBerry

From: John D'Esposito <john.d@livenation.com>
Date: Wed, 23 Feb 2011 19:59:25 +0000
To: Chris Femiano<Chris.Femiano@MadisonMarquette.com>
Subject: Jonathan Peters

Where do you stand with the promoter Tommy D who did that Jonathan Peters show. Did they clean up their mess.

The artist may want to come back but will not work with him?

Please advise.

John D'Esposito | Vice President Talent Buyer | New York - Music
☎: 917.421.5165 / 917.421.5044 fx
✉: JohnD@livenation.com
📍: 220 W. 42nd St., 11th Fl. | New York, NY | 10036

UPCOMING EVENTS



BUY TICKETS AT

LYONATION.COM

ARTIST APPROVED & NOT CANCELLED

Exhibit 38

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CIVIL ACTION NO. 11-07518 (WHW) (SCM)

JUICE ENTERTAINMENT, LLC, :	:	
THOMAS DORFMAN and	:	
CHRIS BARRETT,	:	
	:	DEPOSITION UPON
Plaintiffs,	:	ORAL EXAMINATION
	:	OF
-V-	:	THOMAS E. DORFMAN
	:	Volume II
LIVE NATION	:	
ENTERTAINMENT, INC.,	:	
	:	
Defendant.	:	

T R A N S C R I P T of the deposition of
THOMAS E. DORFMAN, taken by and before Patricia Lee
Page, Certified Court Reporter, License No. XI-01377,
at the offices of Stone Magnanini, LLP, 100 Connell
Drive, Suite 2200, Berkeley Heights, New Jersey, on
Monday, March 28, 2016, commencing at 1:54 p.m.

1 Q. Okay. Was that the extent of what you
2 told Mr. Genjian about false allegations?

3 A. Yes, it was primarily focused around the
4 Beach Bar. He asked me briefly about the lawsuit and
5 I just said it's in the final stages, but that was
6 pretty much it.

7 Q. Okay. So your conversation, other than
8 generalities, focused in specifics on Asbury Park,
9 Beach Bar and Jonathan Peters?

10 A. Yes.

11 Q. Did you talk with Mr. Genjian about any
12 rumors in the industry about you?

13 A. No.

14 Q. Okay. Tell me about your discussion
15 relating to Asbury Park, Jonathan Peters, the Beach
16 Bar, and whether you paid him or not. It's a long
17 question. Did you understand it?

18 A. Yes, I did.

19 Q. I can break it down if you need.

20 A. No, I don't think you need to break it
21 down.

22 Q. Okay.

23 A. So simply put, the conversation about
24 payment was did we pay Jonathan Peters for the Beach
25 Bar.

1 Q. What did Mr. Genjian say?

2 A. Mr. Genjian said yes.

3 Q. So let's go back. Let's do it a
4 different way, and it's my fault because I asked you
5 a broad question, which you answered perfectly and
6 specifically, but now I want to go back and do it a
7 different way.

8 A. My apologies if I didn't answer.

9 Q. No, no. I am not blaming you. I am
10 blaming me.

11 So were you involved in an Asbury Park
12 show with Jonathan Peters?

13 A. Yes, I was.

14 Q. When was that?

15 A. That was in 2010.

16 Q. And was Mr. Genjian involved?

17 A. Yes, Mr. Genjian was involved.

18 Q. And was what the nature of his
19 involvement?

20 A. Mr. Genjian was partners with me in the
21 event.

22 Q. By that what you do you mean?

23 A. We were 50/50 partners in the event to
24 produce Jonathan Peters at the Beach Bar. The event,
25 just to clarify it, actually was set to be at the

1 Beach Bar, but the last second the venue decided to
2 throw it inside the Asbury Park convention center.

3 The Beach Bar fit approximately 700 to a thousand
4 people outside on the water, and Asbury Park
5 convention center fit probably close to 35, 4,000
6 people and just so, you know, if you were looking for
7 more.

8 Q. I am looking for exactly that.

9 A. Okay.

10 Q. So when did that venue change occur?

11 A. The venue change on the day that
12 actually we showed up to the venue in the morning.
13 Would you like me to continue, sir, answering your
14 question?

15 Q. Please do. Please continue. What
16 happened next?

17 A. Okay. When we showed up in the morning
18 at the venue in Asbury Park, we were told that
19 Jonathan Peters was not to perform on the Beach Bar,
20 the outside concert venue on the beach, because they
21 wanted him to perform in the Asbury Park convention
22 center.

23 We had to then move -- we had sound set
24 up for the Beach Bar, which again, 700, 500, maybe a
25 thousand size venue. We only had the production set

1 up for a 500, 700 person venue. The Asbury Park
2 Convention Hall is a huge, massive hall, and we did
3 not have any of the sound and production set up to be
4 inside the convention hall. So I reached out and in
5 an attempt to get more sound, more production, which
6 I was able actually to do, spend several thousand
7 dollars more on sound last minute just to attempt to
8 be make the event to be as successful as possible.

9 Q. Okay. Now, who from the venue was
10 involved in this change from the Beach Bar to inside
11 the Convention Hall?

12 A. Their management staff.

13 Q. Do you recall anybody specifically?

14 A. I don't remember the names at this
15 point, at this time.

16 Q. Who did you reach out to, to get the
17 additional production necessary to put on the show?

18 A. It was a sound guy that I already had at
19 the time that I had done a ton of business with for
20 probably over 10 years, his name was Kevin. I don't
21 remember his last name. I am trying to recall his
22 company right now, maybe Advanced Audio Sound
23 Systems, but I am not sure.

24 Q. And what time was the show supposed to
25 start?

1 A. I believe around -- afternoon off the
2 top of my head, early afternoon, maybe 12 o'clock.

3 Q. Did it start as planned?

4 A. I don't recall if it started at the
5 exact time or if it was a little delayed. I don't
6 remember.

7 Q. Did it go as expected?

8 A. Well, I expected the show to be outside
9 at Beach Bar. And it was a beautiful day and I
10 expected the partygoers to be able to hang out on the
11 beach, be able to come back up onto the deck patio,
12 have bars, have a great sound system for it, have
13 lighting that was already set in place that I paid --
14 pre-advanced paid for or had under contract for, for
15 the day, and have a successful event.

16 It did not go that way because it was
17 put into a huge open space with no furniture, barely
18 any bars, as there was last ditch effort by the venue
19 to throw in some makeshift bars into the area. There
20 was lighting in there equivalent to something you
21 would see at a -- you know, a kid would throw at
22 their house for a party, not even a good one. So
23 definitely did not go as planned, that is for sure.

24 Q. Was there any -- and was there any
25 controversy with Jonathan Peters about whether he

1 actually wanted to perform or not?

2 A. The decision was made that he did want
3 -- that he would perform inside the Convention Hall.
4 His manager and himself obviously wanted to be
5 outside playing where we had the proper sound, the
6 proper lighting on a beautiful day on the ocean, and
7 obviously not inside a big convention center that the
8 event wasn't promoted for to do 3, 4,000 people. We
9 had promoted the event to do 500 to a thousand
10 people.

11 Q. And what about the people who attended
12 the event, were they, based on what you could see,
13 pleased, displeased, indifferent about the event?

14 A. Yeah. Quite frankly, the concertgoers
15 that I knew weren't very happy, as they were hoping
16 to be outside hanging out on the beach, and they are
17 in the convention center. We did do our best to fix
18 that, as we gave them wristbands and they could walk
19 outside, but there was no music outside. So I don't
20 -- they were not -- they weren't pleased on the fact
21 that it had changed from -- last second from an
22 outside party on a patio to inside a huge, empty,
23 black space hall, basically.

24 Q. Was there a financial settlement at the
25 event, at the conclusion of it, before everybody left

1 for the day or for the night?

2 A. Yes, there was, and that actually had
3 changed also, as we were supposed to have our own
4 person collecting the money at the cash register, but
5 the venue owners, at the last second, decided that
6 they were collecting the money. And the venue owners
7 then took, against my strong objections, took the
8 money themselves and at the end gave us whatever
9 money they said was the money for the event, and
10 never let us count the money or anything whatsoever.

11 Q. Okay. So let's go back. I want to hear
12 about this.

13 When did the change occur concerning
14 the collection of money at the event?

15 A. Every change occurred that morning when
16 we got there, unfortunately.

17 Q. Okay. So I used the word settlement
18 before. Do you have an understanding of what that
19 terms means?

20 A. Absolutely.

21 Q. Explain that to me.

22 A. Settlement is when you settle up an
23 event. It can vary many different ways depending on
24 the agreement you have with someone. In, some you
25 are supposed to receive a percentage of the bar,

1 sometimes that settlement can occur that night,
2 sometimes it can occur a week later, 2 weeks later,
3 depending on what the agreement is. The settlement
4 in this event was simply they just gave us in cash
5 and said this is what came in the register.

6 Q. Okay. And when did this occur, and by
7 this I mean the settlement relative to when the event
8 ended, so Jonathan Peters finishes, the settlement
9 occurred when?

10 A. I really don't recall on that phase.

11 Q. Was it like 5 minutes, an hour, or
12 several hours?

13 A. I am not sure if he was still playing at
14 the time when they gave us the final settlement and
15 maybe they had closed the register at that time. I
16 don't remember.

17 Q. Okay. Was that a contentious situation?

18 A. I was, obviously, very unhappy about the
19 whole situation from being put on the outside area on
20 the Beach Bar to the inside, and to the fact that
21 they took over the register, didn't allow me to go
22 upstairs and count any of the money, and I was just
23 being blindly given a dollar amount from them. I was
24 very -- I was unhappy with that, correct.

25 Q. So from your side you were unhappy.

1 What about the from the venue side, do you know how
2 they felt about the Jonathan Peters show?

3 A. In the beginning, the venue side just
4 said, hey, sorry, we decided we want to keep the
5 Beach Bar open out here to the public and we want to
6 put you inside. I thought maybe the reason they were
7 doing so was that they wanted to make more money on a
8 bigger space. They said they just wanted -- from the
9 best I can remember, they wanted regular beach crowds
10 to be able to walk up to the beach and sorry that
11 they made the change in decision, sorry it was last
12 minute, but that is what it was and that is it.

13 Q. Was there one person or anybody you can
14 recall dealing with from the venue?

15 A. I can't remember the management staff
16 name. I have done so many events over the years. I
17 apologize.

18 Q. And you said, correct me if I am wrong,
19 that you were very unhappy about the way things had
20 unfolded with the event?

21 A. I was very unhappy when I got down to
22 the venue and they were moving the event from outdoor
23 to inside, when they had nothing set up. They had no
24 bars set up. They had nothing. I even remember
25 moving some furniture, just makeshift furniture just

1 to try to make the room look a little bit better,
2 because it was just complete open space. So I was
3 very unhappy as soon as I got there.

4 Q. Did you keep your feelings to yourself,
5 or did you let them be known to others, your
6 displeasure?

7 A. I apologized to customers that were
8 unhappy about the event, and I explained to them the
9 situation, and I had a long relationship in the
10 business and knew a lot of these people and they
11 weren't mad at me. They accepted my apology to them.
12 It was out of my control.

13 Q. And what was Mr. Genjian's role in
14 connection with these events? And by these events I
15 mean from the beginning of the process when you found
16 out that the location had been changed until the
17 matter was settled at the end.

18 A. Pretty much similar to mine, the best I
19 can recall.

20 Q. Do you think he knows as much as you do,
21 less than you do, or more than you do about the
22 Jonathan Peters event?

23 A. I would say I know more just for the
24 fact of the relationship that I had with Jonathan
25 Peters' manager and the artist himself, as I had

1 booked them -- I had booked Jonathan for, wow, over
2 10 years and had some very significant contracts with
3 him in New Jersey, and in New Jersey I was --
4 probably did 98 percent of his shows, so I would say
5 I definitely had a lot more knowledge.

6 Q. Did you do any shows with Jonathan
7 Peters after June of 2010?

8 A. Yes, I did.

9 Q. When was that?

10 A. I did a sold out show New Year's Eve, at
11 4Sixty6 Lounge, of 2011 with several, actually,
12 several thousand people.

13 Q. That was December 31, 2010?

14 A. December 31, 2010, correct. In the
15 club --

16 Q. Now, that --

17 A. -- world, even though I'm lost from that
18 world right now, we did do it as New Year's Eve 2011,
19 but you are correct.

20 Q. Just trying to clarify that.

21 So what happened then after you got
22 your share of the settlement receipts from the venue,
23 what happened next?

24 A. We gave Jonathan Peters' manager the
25 money that we had received, every bit of it. I paid

1 the sound guy out -- I remember I had several
2 thousands dollars cash on hand in my pocket. I paid
3 the sound guy out of my own pocket, the cash for the
4 whole entire sound system, including the upgrade to
5 all the extra speakers that were needed for the
6 inside room, and then we left the venue.

7 Q. So what was the financial deal with
8 Jonathan Peters, was he promised a certain guaranteed
9 amount of payment, or was it a share of the proceeds
10 or was it some other form of arrangement?

11 A. It was a set payment.

12 Q. And what was the set payment?

13 A. I don't recall the exact dollar amount.

14 Q. And whatever it was, he received that in
15 full?

16 A. Mr. Peters, at that time, received the
17 payment. I believe his portion was covered in full.
18 I believe there was about \$2,000 left over, which was
19 due to, I believe, Jonathan Peters' manager, as we
20 gave him every bit of cash that we had on hand after
21 covering the sound guy.

22 Q. When did Jonathan Peters' management
23 receive the rest of the money from that June 2010
24 show?

25 A. It was a couple dollars and I believe it

1 was in the next -- just like an ordinary course of
2 business, I believe it was probably in the next
3 couple weeks.

4 Q. But he received it?

5 A. Yes.

6 Q. Now everybody who was entitled to money
7 from the Jonathan Peters show received all of it?

8 A. Everybody that was entitled to money
9 from my end received all of it.

10 Q. Now, do you know John D'Esposito?

11 A. Unfortunately, I do from this case, yes,
12 but not personally.

13 Q. You wouldn't recognize him if you saw
14 him in person?

15 A. I definitely would now, as I have seen
16 pictures of him, as he is in the media a lot with a
17 client. But I did not know him personally. No clue
18 who he was whatsoever. At the time would have never
19 known who he was.

20 Q. Do you know whether he was there that
21 night of the Jonathan Peters show in June of 2010?

22 A. I never saw him.

23 Q. So you believe that Mr. Genjian knows
24 facts relating to this case; is that correct?

25 A. I believe that Mr. Genjian knows facts

Exhibit 39

Exhibit 39 Intentionally Omitted

Exhibit 40

Speakers: Chris Barrett, Jason Miller, Thomas Dorfman,

Location: Live Nation Headquarters NYC 220 West 42nd Street, New York, NY

Meeting Live Nation 4/22/2011

CHRIS BARRETT: All right, so, we wanted to come in and we wanted to sit down and talk. Maybe the first time tonight we got off on the wrong foot -- there's miscommunications or whatever, but there are a few projects right now where we have some real estate, some different deals, that we can possibly work together on...a project in Atlantic City. It fits about 20 or 30,000 people -- it's land that hasn't been used -- it's untapped. Nobody really knows about it right now -- under the radar. Got something in Boston that's basically just built, and it's geared for an outdoor festival.

JASON MILLER: We would have to, again, look at the (inaudible)-- we would have to see what it looks like. You know, if we're doing a festival for that many people, it's, you know, photos, aerial maps, ingress, egress roads, all that kind of stuff.

CHRIS BARRETT: Doesn't he want to see what you (inaudible) needed?

JASON MILLER: So far you guys haven't shown me anything.

CHRIS BARRETT: Well this is an interesting discussion though.

JASON MILLER: Right. But, OK, but let's backtrack, right?

Coming here and saying, "Hey, we're doing a festival for over 20,000 people at the state fair. We have a \$1.4 million budget. I don't think it's happening, right? For \$1.4 million, and 10,000 people. No. They said there's a way maybe to get involved, right? We talked about that. Said, "You gotta show me some numbers." Didn't show me any numbers. Then we talked again, it's like -- "Maybe it's not 20,000 people. Maybe it's 5,000 people. Maybe there's a way for us to work together." So, OK, again -- risk versus reward, I mean, I'm happy to -- I'm not going to fucking sell you guys down the river...you need me to sign a non-disclosure or something -- I don't care, but...again, you know, in order to (overlapping conversation; inaudible)

CHRIS BARRETT: We got a big meadow -- you know, it's a big meadow...you know, as we said, we spoke with William Morris Agency (inaudible) no talent. We hit roadblocks there.

JASON MILLER: Right. But you told me you have talent. You told me you have talent. You came in here and said you had seventeen acts confirmed.

TOM DORFMAN: I did have -- they were more the underground rave acts. I didn't have the premium talent I couldn't get.

JASON MILLER: How were you going to get it? If you weren't going to get it with me and you weren't going to get it with [Eddie Dean?], and you weren't going to get it with [Pasquale?], how were you going to get it done?

TOM DORFMAN: Well, I'm not saying we'll have it this year...the premium ones... you know, that's where obviously I wanted to work with you...if I'm going to get it.

CHRIS BARRETT: We need to keep up the relationship with you.

JASON MILLER: But [I don't?] want to build a relationship with you. That's fine.

TOM DORFMAN: That's why I said, I'll work with you, you're very capable --

(overlapping conversation; inaudible)

JASON MILLER: So, the first thing is, if we're going to look at -- if there's a site, then it starts like, [Pavement?]....I can run numbers -- if you don't know, I can try to figure out what numbers and what it'd cost to do the festival -- do lots of them on big-scale events. It's always like, here's this thing, you know, in the middle of nowhere. This is what the land looks like. This is sort of -- you know, here's bamboo, maybe someone can kind of do a layout, and go -- this is, here's where we put the stages, and blah blah blah, so we can figure out...like, so what it is: "Here's where we're going to put the compound, and

costs to do the box office, and I don't really know what it costs to do stagehands." If you know, great -- tell me what you know, and if you don't know -- then, "I don't know!" You know? And oh, OK. Because I'm going to go knock out 100,000 people in the same fucking spot next weekend. No problem!

TOM DORFMAN: Look, if we sit with you --

JASON MILLER: Sorry -- what do you need, Steve? Oh, OK. Thank you.

TOM DORFMAN: We want to see if we came to (inaudible), like I said, something that could be very lucrative, in this spot, that then will allow us to just get talent in it, you know?

JASON MILLER: I'll look at -- I mean, it's again...

TOM DORFMAN: Not to beat it to shit, you know what I mean, but I understand. I respect you. I respect the building you have, and, that's why we want to work with you. You know what I mean? I understand that there's some talent we're not going to get, because he doesn't want us to have it.

JASON MILLER: Not only that.... Well, there's just a lot of talent we have, and we've got it. You know? We just have a bunch of places. Again, we sat down, and, "Hey, I want to do this thing," but I have to look at it, and go, "OK, hey, there's some opportunity." It didn't really matter to us. I saw this opportunity, you guys didn't seem overly

psyched at the time -- look, I get it. You guys have your
shit going, you're confident, and I was like "OK, so I'm
just going to go do my thing." (overlapping conversation;
inaudible) I got to put all these bands in (inaudible)--

CHRIS BARRETT: Yeah. Well, we [booked the wrong?], smaller tour,
but--

TOM DORFMAN: Yeah, smaller shows, but --
(overlapping conversation; inaudible)

TOM DORFMAN: If we work something out, we'll cut you in to the
smaller shows this year -- you know, we have everything
laid out, and we're financing it, OK, so we'll cut you in
to that this year, you know what I mean? So there's
nothing you'd really have to do.

JASON MILLER: But, again, it's just like, hey, wait. It's the
same...here's the kind of stage I got. You know, if I'm
not going to (inaudible) [on the ground?], when you do the
thing this year, it's like, "Hey dude, it's the
(inaudible)." Come on, buddy, what is it, June? If you
took July? (overlapping conversation; inaudible) So it's
got to be photos, you know.

(overlapping conversation; inaudible)

TOM DORFMAN: We have the whole thing laid out.

CHRIS BARRETT: We have the lineup.

TOM DORFMAN: We have the thing laid out, what it's going to

look like, also.

JASON MILLER: I'd like to see it, you know? I'd love to see it.

TOM DORFMAN: Basically, like I said, we're cleaning air.

Because obviously, we got a lot of...[Al got a lot of?]
pressure from you guys, and we got a lot of pressure from
Al.

JASON MILLER: So, we won't have to (inaudible) it again.

TOM DORFMAN: We understand it. I understand it. I'm not mad
about it, I understand it. Yeah, we get it.

JASON MILLER: Business is Business.

TOM DORFMAN: It (inaudible), but, Al got a lot of heat from the
Sports Authority, because you guys wanted to be in there.
We wanted to make it easy for everybody to work with. We
could have taken a smaller percentage on our entity. With
regards to the power out -- I get it, you know what I mean?
That's what we're saying.

JASON MILLER: It's not even that I would want to -- we're not
looking to necessarily control the whole thing, it's just
that --

CHRIS BARRETT: No --

JASON MILLER: -- we'd want it to be, you know...we could just
easily just go and do something on the hills of Bamboozle,
where it's already set up, you know, and do that, you know?
If it's a great opportunity...we want to look at great

opportunities. Al didn't seem to want to go by "here's the opportunity." You guys didn't seem at that point in time to go "here's the opportunity." So, I'm like, "OK, we're just going to fucking -- that's fine." And we got our bands, and -- you know.

TOM DORFMAN: I guess that's why we're sitting with you right now. You know what I mean, Jason? Like, we said, you know--

JASON MILLER: So, let's start over.

CHRIS BARRETT: OK, we'll start all over.

JASON MILLER: Let's start all over.

TOM DORFMAN: Here's what we have right now. At the Meadowlands, we have a whole bunch of underground DJs, rave DJs, commercial DJs, all mixed in. You know, we put in millions of dollars in offers nationally, and you were right.

JASON MILLER: Who was actually planning it?

CHRIS BARRETT: [Ecko One?].

JASON MILLER: What, is this on the 25th?

CHRIS BARRETT: Yes, the 25th.

JASON MILLER: I still think the actual (inaudible) based somewhere else, or not (inaudible), but for John, and --

CHRIS BARRETT: Steve [Angelo?].

JASON MILLER: Yeah. Or maybe not. It's been quiet for a while,

so, it's hard to say.

CHRIS BARRETT: We weren't really going after that mainstream market.

JASON MILLER: Right.

CHRIS BARRETT: But the point is, we realize, we put out a million dollars in offers, you know? You spoke with the agents, and basically, nothing came back.

JASON MILLER: Yeah. You probably need a strong advocate--

TOM DORFMAN: We need a Jason Miller (inaudible) a Jason Miller. You told me -- Live Nation -- I mean, it's not Live Nation. You told me William Morris you're like that's my exclusive agency." And I just couldn't get talent there. But you were right.

JASON MILLER: Yeah. You can get some of it, right, but I mean, I'm like -- **your crowd wasn't jamming out to Pharell wasn't gonna happen** Prodigy, **it just wasn't gonna happen wasn't jamming out to some of that stuff.**

TOM DORFMAN: Tiesto, (inaudible).

JASON MILLER: Tiesto's too...I don't know. I mean, he's sort of (inaudible). I don't know. John can do it -- I mean, it's John's relationship, but, this is like an unknown thing, and Electric Zoo is, like, really, a good look, you know?

TOM DORFMAN: (inaudible) the stadium tour, so.

CHRIS BARRETT: Yeah, so we wanted to see if--

to get the beer for everyone here, so you gotta pay 'em this -- I can't remember; you said there was a percentage but he was going to waive it this year -- maybe he'll waive it next year because it's not going to be over the top this year, you know, and he wants to see the site used, and -- whatever. This is -- you know, the state fair could...you don't have to pay for the police, or -- I can't remember what. Whatever. When it's laid out, like, "Hey, you don't have to pay for the police, you have to pay for the stations. You only have to pay for the security in private zones. You don't have to...." He sort of ticked it off verbally, and we never -- I didn't take any notes, obviously, I mean I remembered a little bit, but I didn't take notes or follow it that quickly, and...so, anything I just do is just a risk versus reward. It's just looking at pro forma, and someone coming in and going, "Hey, I've got this thing I'd like to do, and this is what it's going to cost. But I think we can sell 20,000 tickets, and at \$75, and that's a million and a half, and it's going to cost four hundred grand, or whatever it is --"

TOM DORFMAN: And I totally understand with John D., because he does the bamboozle space there, so I understand, he feels he's entitled to it, which I understand.

JASON MILLER: He's a whole, out there, loose cannon that nobody

can control. I mean, like I guess he does, and whether he is or not...I could only tell you that -- I mean, he's just crazy. He's just crazy. He's on my team, but he's his own fucking thing that does his own, like -- it's not necessarily representative of what I do. He's my brother, he's my teammate, but, you know -- I'm very just like matter-of-fact. John's very emotional, like, yeah, he thinks the space is his own (inaudible). But that's not my play, you know?

TOM DORFMAN: I get it, and that's why he works so hard with Al, with trying to --

JASON MILLER: Yeah, and he knows Al. I've met Al once, you know? He's got a relationship with Al for years now, and he...I don't know all the ins and outs of what we share (laughter), infrastructure with Al, what we don't share, and -- you know, one day we're sharing everything, the next day John wants to just do his own thing -- it's like, (overlapping conversation; inaudible). Exactly. He's very emotional.

TOM DORFMAN: I remember when we first came in here -- part of the reason it didn't go forward was, John was just like, "I can get you kicked out of the venue any time I want."

JASON MILLER: Yeah. He is a grimy motherfucker.

TOM DORFMAN: That's why...we didn't really say much, you gotta

understand. You walk into the office, and all the sudden the first thing, I'm sitting here, and John D. goes, "I've seen your contract. I know the loopholes. I can kick you out," and the dates were like the first and the fifteenth or something....

JASON MILLER: He's a very excitable young guy. (overlapping conversation; inaudible).

TOM DORFMAN: And if you were us though and you heard those conversations (inaudible).

CHRIS BARRETT: You would feel uncomfortable speaking to him

JASON MILLER: I would.

(overlapping conversation; inaudible).

TOM DORFMAN: You heard him say it.

JASON MILLER: These guys aren't -- yeah, I got it. You know? I did hear him say it.

CHRIS BARRETT: And then we're hearing things through the grapevine, about like how he's talking to people about our talent, and this, that, and the other thing, so we just felt uncomfortable.

JASON MILLER: I don't know anything about that, but -- I mean, I wouldn't put it past him, mind you, but I don't know. It may be, like--

TOM DORFMAN: And then I was getting like right prior to that I was getting it from, obviously, Al talking to me, and you

TOM DORFMAN: I know Joel is not going to give us the talent if we don't (overlapping conversation; inaudible) You know?

JASON MILLER: Yeah, we --

TOM DORFMAN: It's the reality.

JASON MILLER: Yeah, yeah. Yes. I suppose it is. I don't like to [play?] that. I don't like to beat up heavy...but, yeah -- I mean, we have a deep relationship, and we do tons and tons of business with William Morris, and, you know -- you're probably right.

CHRIS BARRETT: We understand.

JASON MILLER: I don't like to paint myself Mr. Heavy, but -- and I'll talk...you want to call a spade a spade, sure -- you know.

Barrett TOM DORFMAN: Spade a spade -- all right, yeah. If we have your blessing, we can book this --

JASON MILLER: I'm kind of not --(inaudible) about that, but --

TOM DORFMAN: You gotta understand, we're not -- I'm not upset about it. That's (inaudible), but I understand Joel Zimmerman saying , you're not going to -- I can't book the talent, if Live Nation wants you not to have it.

JASON MILLER: All right. So let's just -- let's...

CHRIS BARRETT: Let's work -- gotta work together.

JASON MILLER: --let's move forward. You want the handshake on it? (overlapping conversation; inaudible)

CHRIS BARRETT and TOM DORFMAN: Yeah.

JASON MILLER: We're going to work for (inaudible).

CHRIS BARRETT: All right. Let's--

JASON MILLER: If we talk, to figure out what the (inaudible) and what this opportunity means for Live Nation, and how we can vet it out, and what makes sense, and what doesn't make sense, and we'll see what we can do. And if we can do it we'll do it, and if we can't we can't, but we'll be honest about it --

CHRIS BARRETT: Yeah. We'll present all the projects to you, you know --

JASON MILLER: And if it's going to be -- and I'll talk to Dingle Balls when he comes down out of the Bamboozle hell. I want to get him in a better spot. We'll all sit down and break bread.

(overlapping conversation; inaudible)

JASON MILLER: Because if you're going to do your thing, and then you're going to do your thing...you know.

TOM DORFMAN: We'll make a deal, understanding, you know, who you are, and we understand. We can't get the talent, obviously --

CHRIS BARRETT: Unless we go through you.

TOM DORFMAN: So, we'll make--

JASON MILLER: So, what were you saying?

TOM DORFMAN: --and we'll give you a very good deal to come in with it (overlapping conversation; inaudible) you know what? I would be -- you're not [old?] (inaudible). You look young enough. Look, you know. I want to be in your seat. You know, maybe taking [ten?] for two years. You know what I mean?

JASON MILLER: That's all we get out of (inaudible) [I spend?].

TOM DORFMAN: So I need to work with somebody like you.

JASON MILLER: All right. We'll see what we can do together, guys.

TOM DORFMAN: Thank you.

JASON MILLER: All right.

CHRIS BARRETT: Yeah, I'm glad we communicated.

JASON MILLER: Sure. It was very good to [sit down with you?]. (overlapping conversation; inaudible)

TOM DORFMAN: All right. We'll get everything together, and we'll come in and (inaudible). We don't (inaudible) like that...you know, the [insensitive version?].

JASON MILLER: I get it. You guys were totally ambushed, for no particular reason.

TOM DORFMAN: And we don't know (inaudible).

JASON MILLER: Yeah. I get it.

CHRIS BARRETT: We're good guys.

TOM DORFMAN: Because honestly, we could deal -- whatever it is,



CERTIFICATE

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1/27/2014

Date

Patrick Emond, Operations Manager
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Exhibit 41

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Rahm Emanuel: Pal\$ with thuggish concert giants Ticketmaster/Live Nation and Lollapalooza

by [Jim DeRogatis](#) | Feb. 07, 2011



Rahm Emanuel: Gesturing at indie music in Chicago?

For knowledgeable music fans, two things jump out from the list of donors to the campaign of mayoral frontrunner Rahm Emanuel. The first is the contributions from the two top executives at Ticketmaster/Live Nation, the monopolistic giant that has become the most reviled entity in the music business.

Executive chairman Irving Azoff, the notorious "Poison Dwarf" of the music industry and a man who's been pushing concert ticket prices ever higher since he started as manager of the Eagles, gave the campaign \$10,000. And CEO Michael Rapino, as ruthless a figure as the music business ever has produced, gave \$5,000.

Jim DeRogatis

Co-host of "Sound Opinions," "the world's only rock 'n' roll talk show," originating at WBEZ and distributed nationally on public radio via PRX. DeRogatis is a full-time lecturer in the Professional Writing Program of the English Department at Columbia College Chicago and the author of eight books about music.



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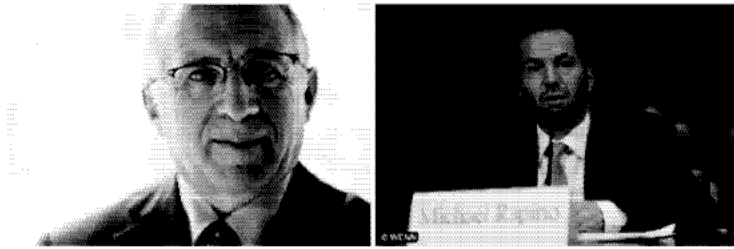
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Irving Azoff ("the Poison Dwarf") and Michael Rapino (not a nice man).

The second fact that leaps out is that no fewer than 15 employees at William Morris Endeavor, the Hollywood super-agency run by Ari Emanuel, have donated a total of \$141,000 to his brother Rahm's campaign. Not coincidentally, William Morris co-owns Lollapalooza, which has a tax-free sweetheart deal with the city of Chicago that keeps it in Grant Park through 2018.

Never nurturing to begin with, the waning days of the Daley administration have been a singularly dreadful time for the city's relations with the music community. The dismantling of the Department of Cultural Affairs has cast uncertainty on the future of music programming at Millennium Park, and when the push to privatize the free summer music festivals resulted in a stellar proposal that could have created Chicago's answers to the New Orleans Jazz and Heritage Festival and Milwaukee's Summerfest, Daley abruptly reversed himself and arbitrarily rejected it.

The radius clause imposed by Lollapalooza continues to decimate the summer schedules of local indie promoters and venues, but the Attorney General's investigation of the musical Walmart on the Lake either has stalled or been dropped, despite subpoenas flying as far as the William Morris offices in L.A. (Robyn Ziegler, press secretary for Attorney General Lisa Madigan, via email on Friday: "Thanks for checking in on this. I still have nothing to provide you. Have a good weekend.") And, long after E2, city inspectors continue to heavy-handedly harass and sometimes kill live music at smaller venues, with the punk-rock dive Ronny's just the latest victim.

The next mayor not only will have to deal with the fallout from all of these problems, but oversee new music initiatives such as the long-term future of the amphitheatre on Northerly Island—which Ticketmaster/Live Nation is hungry to control—and what will become of Taste of Chicago and the six other big music festivals in Grant Park.

In recent weeks, readers commenting on this blog and music lovers in many other corners of the local community have asked: Will things get better under the next administration? Some are hopeful, reasoning that they can't get much worse. But is that true?

Rahm Emanuel, a self-professed Wilco and Smashing Pumpkins fan, hasn't spoken much about his vision for music in Chicago, aside from mouthing a few platitudes in TimeOut Chicago's survey of the candidates' stances on the arts ("The arts help to define who we are, and they make our city an exciting place to work and live while attracting business and tourism"). Like everyone else in the race, he also added his signature to Arts Power Chicago's feel-good "Principles for a 21st Century Creative Chicago."

Meanwhile, state records listing Emanuel's campaign donors include the aforementioned top execs at Ticketmaster/Live Nation, which many musicians consider the most destructive force the concert business has ever seen, and all of those civic-minded workers at his brother's company, all of whom live in a different city across the country. Meanwhile, there is not a single Chicago artist, venue owner, or local independent concert promoter to be found on the long list of financial supporters.

These are not facts that bode well for the man most likely to be the next mayor when it comes to fostering relations with the grassroots music community and bolstering indie promoters, clubs, and theaters in their life-and-death struggle with the clouted-up big boys muscling in from out of town.

It's surprising that the musical names and connections have been overlooked in the handful of local news reports about Emanuel's donors, including those in the Trib and the Sun-Times, both of which endorsed Emanuel in recent days. These stories either focused on the remarkable success of his last-minute push to rake in the big bucks before new state limits took effect in January, or the big-name celebrities who forked over. Among the latter: television and film writer Aaron "West Wing/The Social Network" Sorkin (\$10,000), Apple computers guru Steve Jobs (\$50,000), real estate and

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reality TV tycoon Donald Trump (\$50,000), producer/director Steven Spielberg (\$75,000), and music and media mogul David Geffen (\$100,000).

Also on that list: a bevy of other Hollywood producers and directors, TV executives, employees of real estate and private equity firms, high-powered Chicago attorneys, and top honchos at corporations with strong local interests, including Lettuce Entertain You, United Airlines, Boeing, Exelon, Walgreen, and Comcast.

Oh, yeah: There also is a local scalper—er, ticket broker: Best Seats Available of Bensenville, which gave \$1,000.



The bigger picture, though, is that the approval of the unholy marriage of Ticketmaster and Live Nation marked one of the most disappointing decisions of the Obama administration's Justice Department, as noted numerous times in this blog and my previous forum at the Sun-Times. (Some of those links below.) And many political insiders and Beltway pundits saw the influence of two key people behind that decision: the President's Harvard roommate and longtime pal Julius Genachowski, formerly on the board of directors of Ticketmaster and now the chairman of the FCC, and Rahm Emanuel, then the President's Chief of Staff.

Rahm's brother Ari, the inspiration behind super-agent Ari Gold on the HBO series "Entourage," not only is CEO of William Morris Endeavor, one of the most powerful talent agencies in the world. He also is a member of the board of directors of Live Nation, and a key figure in pushing the winner-take-all, to-hell-with-the-little-guy policies of that voracious and all-consuming mega-company. (Here is a 2008 profile of Ari Emanuel from the L.A. Times; here is a 2009 piece from the New York Times, and here is an amusing account of the mogul in action at a contentious Ticketmaster/Live Nation board meeting last September.)



Ari and Rahm Emanuel.

Why is Ticketmaster/Live Nation such a negative force? This is a company whose execs once stated—in writing, no less—that they would like to “crush, kill and destroy” one of their few remaining independent competitors, Chicago-based Jam Productions. And they’ve done just that to hundreds of smaller music promoters across the country through the last decade, becoming the all-powerful and bullying Microsoft of the music world.

Here are some comments made at or before the Senate hearing on the Ticketmaster/Live Nation merger in 2009:

“[This merger] is vertical integration on steroids, [creating] the poster child for why the country has and needs antitrust laws.”—Jerry Mickelson, co-founder of Jam Productions.

“You can’t blame Live Nation at this point any more than you can blame a shark for eating people.”—Seth Hurwitz, owner of Washington, D.C.’s 9:30 Club and co-owner of indie promoters I.M.P.

“Giving Ticketmaster near total control over the distribution of concert tickets here in New York and across the country is a recipe for disaster. This merger would give a giant, new entity unrivaled power over concertgoers and the prices they pay to see their favorite artists. It must be viewed skeptically.”—Sen. Charles Schumer, Democrat from New York.

“We are concerned about the antitrust implications of the proposed merger.”—Joint statement from Sen. Orrin Hatch, conservative Republican from Utah, and Sen. Herb Kohl, liberal Democrat from Wisconsin.

Nevertheless, the merger got the Obama administration’s seal of approval, and the company continues to follow a brutish way of doing business that Emanuel implicitly endorses—at least to the point of benefiting from its leaders’ campaign contributions.

Then there’s Lollapalooza.

The super-concert’s Austin, Texas-based promoters not only were favorites of the Daley administration; they’ve gotten a lot of love from the Obama administration. C3 Presents staged the election-night festivities in Grant Park as well as organizing several of the most high-profile events in Washington, D.C. after the inauguration. And several sources in the administration saw Emanuel’s hand in choosing the company.

Conspicuously absent on Emanuel’s donors list are the “three Charlies” who run C3, one of whom, Charlie Walker, formerly served as a top executive at Live Nation. C3 benefits from a long-term, tax-

free deal with the Chicago Park District crafted in part by their attorney and lobbyist, Mayor Daley's nephew Mark Vanecko. But C3 only owns 50 percent of Lollapalooza.



The other half of the massive festival is owned by Ari Emanuel's company, William Morris Endeavor, which bought it from its founder and the agency's client, Perry Farrell, and William Morris agents and execs are all over Rahm's donor list. They include Adrianne Alberghetti (\$2,500); John Fogelman (\$100,000); Peter Grosslight (\$5,000); Mark Itkin (\$5,000); Sharon Jackson (\$1,000); Brandt Joel (\$2,500); Charles King (\$5,000); Lance Klein (\$2,000); Jason Lublin (\$1,500); David Lubliner (\$1,000); Sean E. Perry (\$2,000); Matthew Solo (\$1,000); Jennifer Walsh (\$5,000); Patrick Whitesell (\$5,000), and David Dominique Wirtschafter (\$2,500).

"Chicago is a fantastic city for local music all year round, and the fact that the Lollapalooza festival has chosen to make Chicago its home reflects that. We should work to ensure, however, that local music venues are not adversely impacted by the music festivals and events that come to Chicago," Emanuel said when asked by TimeOut if he sees Lollapalooza as "a boost for the local music scene or a challenge to local venues." The publication did not point out that his brother's agency co-owns the festival.

Idealistic readers might protest that such familial connections and financial endorsements never would influence the city's top elected official. To which this reporter and other skeptics rightly could reply, "Of course not. We've never seen that happen in Chicago, have we?"



Some of this blogger's earlier reports about Ticketmaster/Live Nation:

Feb. 4: Will there be concerts on Northerly Island this summer?

Nov. 18, 2010: Ticketmaster/Live Nation finds yet another way to pick your pocket

Nov. 2, 2010: Jam to Ticketmaster/Live Nation: Drop dead!

June 21, 2010: It's official: Ticketmaster/Live Nation free to devour the concert business

June 16, 2010: Tough times for Ticketmaster/Live Nation?

June 10, 2010: The state of the concert and live sporting events industries

March 18, 2010: Top Justice Department official talks about the Ticketmaster/Live Nation merger at SXSW

Jan. 28, 2010: A Q&A with the Justice Department on the Ticketmaster/Live Nation merger

Jan. 26, 2010: Looking closer at the Ticketmaster/Live Nation merger: What does it mean for Chicago?

Jan. 25, 2010: Meet the new boss: Ticketmaster/Live Nation merger approved

June 15, 2009: Ticketmaster/Live Nation update: Indie promoter sues to stop a "monopoly," and the Poison Dwarf speaks

May 11, 2009: Keeping an eye on the Ticketmaster/Live Nation merger

April 15, 2009: Live Nation helping the local economy... with minimum-wage jobs as ushers, parking attendants and hot dog vendors

March 12, 2009: The manager behind Billy Corgan: Meet "the Poison Dwarf"

March 10, 2009: Bono on the Ticketmaster/Live Nation merger: "I haven't really spent any time thinking about it"

March 20, 2009: Corgan to Congress: The Great Pumpkin's letter supporting the Ticketmaster/Live Nation merger

Feb. 27, 2009: What does vertical integration look like, anyway?

Feb. 27, 2009: So who, exactly, are the artists supporting the Ticketmaster/Live Nation merger?

Feb. 27, 2009: Listing Ticketmaster/Live Nation's high-powered Democratic lobbyists

Feb. 26, 2009: Is Live Nation really hurting as much as it claimed to be on Capitol Hill? That's not what Mr. Rapino tells his shareholders

Feb. 26, 2009: Live blogging the House hearing on the Ticketmaster/Live Nation merger

Feb. 24, 2009: Recapping the Ticketmaster/Live Nation hearing on Capitol Hill

Feb. 24, 2009: Live blogging the Senate hearing on Ticketmaster/Live Nation

Feb. 23, 2009: Washington considers the Ticketmaster/Live Nation merger... with input from Chicago

Feb. 20, 2009: Ticketmaster/Live Nation: Let the spin begin

Feb. 10, 2009: Live Nation's local execs: Merger? What merger? We're here to talk about Billy and Elton

Feb. 10, 2009: Ticketmaster/Live Nation: Meet the new boss

Earlier reports in this blog about Lollapalooza's shenanigans:

Jan. 20: Lois Weisberg: "This is one of the worst things that ever has happened to the city"

Nov. 19, 2010: Lollapalooza goes south

Oct. 19, 2010: Crain's Agrees: Lollapalooza tax deal warrants scrutiny

Oct. 6, 2010: A second look at my Lollapalooza tax math

Rahm Emanuel: Pal\$ with thuggish concert giants Ticketmaster/Live Nation and Lollapalooza | WBEZ

1/22/12 8:13 PM

Oct. 5, 2010: Does Austin get a crappy deal from Lollapalooza's "little sister"?

Oct. 4, 2010: Is Chicago earning all that it should from Lollapalooza?

July 13, 2010: Lollapalooza, liquor sales, and the links to the mayor's nephew

June 29, 2010: What's behind the Attorney General's investigation of Lollapalooza?

June 24, 2010: Illinois Attorney General investigating Lollapalooza for anti-trust

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COMMENTS

Your name: *

E-mail: *

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Joe Carlson wrote:

Poison Dwarf?

I for one enjoy these crazy nicknames, wherever they come from. And as long as they are directed at the rich and the powerful, not the poor and the defenseless. But we need one for Jim himself. Perhaps, in honor of the great muckraking journalists (many, Chicagoans) of the TR era, THE MUCKMEISTER.

At any rate, keep it up. Have to keep Rahm honest, even if he does flash that half-middle-finger at ya.

Mon Feb 7 2011, 8:32 AM

Jim DeRogatis (jderogatis) wrote:

"The Poison Dwarf" nickname was one bestowed on Azoff decades ago during his rise to power, as note in the excellent and timeless expose of the music industry by Fred Dannen, "Hit Men." A classic, if you've never read it.

Mon Feb 7 2011, 3:01 PM

Montgomery Ward wrote:

@Jim -

Go read the Montgomery Ward Supreme Court decisions on the New Eastside website...Lollapalooza is illegal under the decision, which prohibits charging admission to event in Grant Park.

- Monty Ward

Rahm Emanuel: Pal\$ with thuggish concert giants Ticketmaster/Live Nation and Lollapalooza | WBEZ

1/22/12 8:13 PM

Mon Feb 7 2011, 7:39 PM

Thanks wrote:

Thanks for this, Jim.

It's good to finally see some Chicago journalists take something other than a obsequious look at Rahm.

Mon Feb 7 2011, 8:16 PM

FGFM wrote:

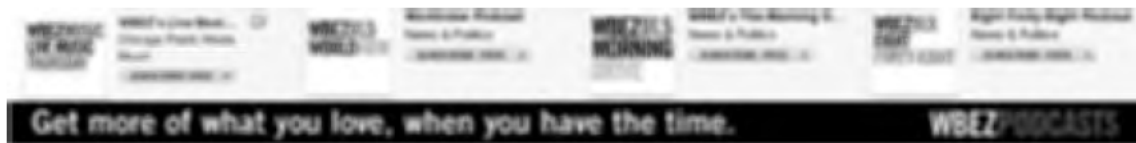
I don't recall things being so great when Jam had a de facto monopoly in this town. Live Nation somehow loses money hand over fist, so one can hope that they will implode eventually. I still prefer their facilities over Jam "who needs air conditioning?" Productions.

Tue Feb 8 2011, 4:41 PM

fremdgehen wrote:

That is very enlightening piece of writing...

Fri Nov 25 2011, 9:37 AM



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1/22/12 8:13 PM

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Exhibit 42

Microsoft Outlook

From: Jason Miller
Sent: Monday, April 25, 2011 6:57 AM
To: Amy Thomson
Subject: Axwell - Roseland

Amy;

I just wanted to drop you a quick note of thanks.

I believe everyone was pleased with the show, and by all accounts it was a smashing success. I hope you get to see some photos as I was very proud of the production. The sound was simply the best I have ever heard in the room.

In the end this was the smoothest running electronic event I have had to date, and I owe a lot of thanks to your guys Peter and Adam for that.

As you may be aware I am rolling out a new independent division of Live Nation along with my colleague Perry Lavoisne which will be known as Electronic Nation. Together, via Steve Goodgold, we have presented an offer for Swedish House Mafia in America that we look forward to discussing in greater detail with both you and Steve.

In the mean time, I just wanted to say thanks again for what was truly an amazing event with Axwell. I look forward to future opportunities with you and our continued shared success.

All the best,

JAS

Jason Miller| Senior Vice President |New York
ph: 917.421.5160/ 917.421.5043 fx
e: JasonMiller@livenation.com

UPCOMING EVENTS



BUY TICKETS AT
LIVENATION.COM
ARTIST REQUIRED: 1. MUST CONSENT

Exhibit 43

Microsoft Outlook

From: Jason Miller
Sent: Wednesday, June 08, 2011 10:42 AM
To: Perry Lavoisne; John Hopmans
Cc: Michael Yerke
Subject: RE: Electronic Nation Bullet Points

Sensation: secured rights to NA verbally and have a timeline to take it to contract by end of September. Will debut as part of the launch of new arena in Brooklyn 10-27-2012. Hopefully add Canada in 2013.

Swedish House Mafia: passed on overall tour deal, but came back to us for MSG show – only NA appearance after EDC this year, although they may choose to do LA as well. 1st electronic music gig at Madison Square Garden should it confirm – Dec 22 2011 is target date.

NY Festival 2012: still working through sites. The plan is to do Woodstock, but they have resisted allowing a big festival so we must appeal to the owner for permission. Have other options, but not as sexy as Woodstock

Club/Theatre tours: Afrojack and Avicii targeted for separate tours in Q1 2012 as well as UK artist Example for a HoB/club tour should it make sense

AM Only: dominant agency in NA for this music outside of William Morris. Working towards a bi-monthly collaboration in 2012 for Roseland as partners – 6 show series

From: Perry Lavoisne
Sent: Tuesday, June 07, 2011 3:31 PM
To: John Hopmans
Cc: Jason Miller; Michael Yerke
Subject: Electronic Nation Bullet Points

Insomniac: Rapino, Miller, Lavoisne Miller had a meeting with Pasquale and team a couple months back and discussed working together in the future. Right now Los Angeles co pros and rents the Palladium to Insomniac on a regular basis. Insomniac is the dominant player in this space currently in NA.

Identity: Live Nation TOur JV with WME and John Reese. The tour will play 20 dates across the country in O/O amps. 20 to 25 artist per night on three stages.

Deadmau5: Live Nation has a 50 date tour on sale currently with a Global Tour offer submitted to management. We are waiting on a response from their legal team, but feel good about securing this deal.

Detroit Movement Festival: Currently in negotiations with the Jason Huvare and Paxahau on a JV for 2012 in Detroit and then plans to expand it into additional markets in 2013.

Planning a 4th quarter tour for approximately 10 markets in arenas.

Jason Mill can fill you in on additional projects for Electronic Nation.

Michael Yerke can update you on Club and Theater Tours in this Genre, I believe he may have a couple under way.

Perry LaVoisne | SVP, North American Touring
310.975.6932 / 310.861.0175- efx
248-894-3050 cell
perrylavoisne@livenation.com
9348 Civic Center Dr., 1st Floor| Beverly Hills, CA. | 90210
www.LiveNation.com

Exhibit 44

From: Alex Chaykin
To: brett@undocumentedmanagement.com
Cc:
Bcc:
Subject: RE: Meadowlands Festival Offer - LA RIOTS

February 04, 2011 11:09:32 AM (-08)

Attachments:

It's a huge festival

Line up is being booked now ill make sure we are taking care of

We should confirm.

From: brett@undocumentedmanagement.com [mailto:brett@undocumentedmanagement.com]
Sent: Friday, February 04, 2011 2:08 PM
To: Alex Chaykin
Subject: RE: Meadowlands Festival Offer - LA RIOTS

who else is on the lineup? Billing?

Brett Fischer
UNDOCUMENTED MANAGEMENT
3222 Glendale Blvd.
Los Angeles, CA 90039

Email: Brett@undocumentedmanagement.com
Mobile: 858.414.6839
Aim: Bretta9@mac.com
Skype: Brettaneuve

WWW.UNDOCUMENTEDMANAGEMENT.COM

MSTRKRFT-LA RIOTS-FELIX CARTAL-CONGOROCK-BIRD PETERSON-WOLFGANG GARTNER-
HARVARD BASS-SOUND OF STEREO-FELGUK-RUN DMT-DEATH FROM ABOVE 1979

----- Original Message -----

Subject: Meadowlands Festival Offer - LA RIOTS
From: Alex Chaykin <ACHaykin@wmeentertainment.com>
Date: Fri, February 04, 2011 10:27 am
To: "'brett@undocumentedmanagement.com'"
<brett@undocumentedmanagement.com>

Hi Brett;

\$5000.00 all in festival offer for a new fest going up at Giants Stadium parking lot.

Will be sick.

June 25/26

Exhibit 45

From: Alex Chaykin <AChaykin@wmeentertainment.com>
To: John Dimatteo <john@areaevent.com>
Sent: 2/4/2011 5:45:23 PM
Subject: RE: Meadowlands Festival WME artists offers

John;

Can I get an offer for LA RIOTS please. 5k and will turn around today.

Will work on

DIRTY SOUTH
TINIE TEMPAH
CALVIN HARRIS
BOYS NOIZE
BLOODY

Alex Chaykin | WME
achaykin@wmeentertainment.com
212.903.1598
212.632.1207 (f)

From: John Dimatteo [mailto:john@areaevent.com]
Sent: Friday, February 04, 2011 4:10 AM
To: Samantha Kirby Yoh; Joel Zimmerman; Alex Chaykin; Peter Wiederlight
Subject: Re: Meadowlands Festival WME artists offers

Sorry about that.

Here you go.

From: Samantha Kirby Yoh <SKirby@wmeentertainment.com>
Date: Thu, 3 Feb 2011 20:40:18 -0600
To: John Dimatteo <john@areaevent.com>, Joel Zimmerman <jzimmerman@wmeentertainment.com>, "Alex Chaykin." <achaykin@wmeentertainment.com>, Peter Wiederlight <PWiederlight@wmeentertainment.com>
Subject: RE: Meadowlands Festival WME artists offers

No attachment.

Samantha Kirby Yoh | WME
skirby@wmeentertainment.com
212.903.1149

From: John Dimatteo [mailto:john@areaevent.com]
Sent: Thursday, February 03, 2011 9:43 PM
To: Joel Zimmerman; Samantha Kirby Yoh; Alex Chaykin; Peter Wiederlight
Subject: Meadowlands Festival WME artists offers

All,

The offers for the WME artists for our festival are included in the attached 2 page PDF.

I have included the offers for all of the WME artists on the same offer sheet in order to make the process easier.

Please note that all offers expire on February 12th, 2011.

Please feel free to call or email me with any questions.

Thank you for your support.

Best,

--

John Dimatteo | Area Event

O +1.718.492.0100 | Fx +1.646.514.1497 | Cell: +1.646.773.7700

john@areaevent.com | AIM: jdimatteo | <http://www.areaevent.com>